

**Oak Ridge National Laboratory**



**Contract with the Department of Energy**

DE-AC05-000R22725

Modification No. 621

**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION B**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS .....	1
B-1 Services Being Acquired .....	3
B-2 Fixed Fee .....	3
B-3 Performance Fee .....	4
B-4 Fee During Option Period .....	5
B-5 Fee During Five-Year Extension Period .....	5



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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B-1 Services Being Acquired

The Contractor shall manage and operate the Oak Ridge National Laboratory (ORNL or Laboratory), a Federally Funded Research and Development Center (FFRDC). The Contractor shall use its best efforts to provide the necessary personnel, equipment, materials, supplies, and services (except as may be provided by the Government) and otherwise do all things necessary for, or incidental to, performing the Statement of Work set forth in Section C as directed by the Contracting Officer within the scope of this contract, or as may be agreed upon by the Contractor and the Contracting Officer.

### B-2 Fixed Fee

A fixed fee of \$3,500,000 shall be paid to the Contractor for performance of the work under the contract for the period February 1, 2000, through September 30, 2000, in accordance with the provisions of the clause in Section I entitled, "Payments and Advances." There shall be no adjustment in the amount of the fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Fee is subject to adjustment only under the provisions of the clause in Section I entitled, "Changes." The fixed fee shall be applicable to the prime Contractor and its members in a joint venture or limited liability company, teaming partner, and subcontractors identified and considered a part of the selection and award of this contract, if any.

No fixed fee deemed applicable to work performed under the American Recovery and Reinvestment Act (Recovery Act) of 2009 shall be paid to the Contractor prior to definitization of contract modification(s) reflecting negotiated results of said Recovery Act work. After execution of the definitization contract modification(s), fixed fee provided under Recovery Act work shall be paid in accordance with the "Payments and Advances" clause in Section I of the contract.

The fixed fee amounts agreed to by DOE and the Contractor are as follows:

- 1) \$400,000 for the project entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" (funds obligated under WA No. FD/04019/OR/41);
- 2) \$378,000 for the project entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" (funds obligated under WA No. FE/01019/OR/41);
- 3) \$123,657 for the project entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", (funds obligated under WA No. FE/01010/OR/41);

- 4) \$267,518 for the project entitled "4500 Area Gaseous System Reconfiguration and Stabilization Project," (funds obligated under WA No. FE/01010/OR/41) );
- 5) \$52,334 for the project entitled "Legacy Material Removal in Selected Facilities in Isotope Row" (funds obligated under WA No. FD/04010/OR/41); and
- 6) \$100,609 for the project entitled "Soil and Slab Characterization and Removal" (funds obligated under WA No. FE/01010/OR/41)."

### **B-3 Performance Fee**

In implementation of the clause in Section I entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," the following shall apply:

- (a) There is no base fee for the period October 1, 2000, through March 31, 2005. During the period October 1, 2000, through September 30, 2004, annual total available performance fee shall be \$7,000,000 less a fee discount factor of 2%. During the period October 1, 2004, through March 31, 2005, total available performance fee shall be \$3,500,000 less the fee discount factor stated above.
- (b) There will be no annual negotiation of total available performance fee since the total available performance fee for the base period of the contract has been established. There shall be no adjustment in the amount of the total available performance fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Total available performance fee is subject to adjustment only under the provisions of the clause in Section I entitled, "Changes." The total available performance fee shall be applicable to the prime Contractor and its members in a joint venture or limited liability company, teaming partner, and subcontractors identified and considered a part of the selection and award of this contract, if any.
- (c) Based on the annual evaluation of the Contractor's overall performance, the total performance fee earned for each evaluation period shall be as defined in the Section H clause entitled "Performance Expectations" and further defined in the annual Performance Evaluation and Measurement Plan.

Performance fee earned shall be available for payment in accordance with the provisions of this clause and the clause in Section I entitled, "Payments and Advances."

- (d) Performance expectations, including relative weights, and performance objectives upon which the Contractor will be evaluated annually will be contained in a

Performance Evaluation and Measurement Plan consistent with the clause in Section H entitled, "Performance Expectations," and the clause in Section I entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount."

- (e) The Contractor may be paid provisional performance fee payments consistent with the provisions of the clause in Section I entitled, "Payments and Advances." The Contractor shall promptly refund to the Government any amount of performance fee paid that exceeds the amount of performance fee earned.

#### **B-4 Fee During Option Period**

- (a) The fee shall not exceed that allowed by DEAR 970.1504-1-3, "Special considerations: Laboratory management and operation" and shall not include the application of classification factors in DEAR 970.1504-1-9, "Special considerations: Cost-plus award-fee."
- (b) The fee shall be consistent with the approach used in the base term of the contract.
- (c) A fee discount factor of 2% shall be applied to the fee resulting from (a) and (b) above to produce the total available performance fee applicable to the option period.
- (d) During the period April 1, 2005 and September 30, 2005, total available performance fee shall be \$5,459,184 less the 2% fee discount factor stated above. During the period October 1, 2005 and September 30, 2009, total available annual performance fee shall be \$10,918,368 less the 2% fee discount factor stated above. During the period October 1, 2009 and March 31, 2010, total available performance fee shall be \$5,459,184 less the 2% fee discount factor stated above.

#### **B-5 Fee During Five-Year Extension Period**

- (a) The fee shall not exceed that allowed by DEAR 970.1504-1-3, "Special considerations: Laboratory management and operation" and shall not include the application of classification factors in DEAR 970.1504-1-9, "Special considerations: Cost-plus award-fee."
- (b) The fee shall be consistent with the approach used in the base and option terms of the contract.
- (c) A fee discount factor of 2% shall be applied to the fee resulting from (a) and (b) above to produce the total available performance fee applicable to the extension period.

- (d) During the period April 1, 2010 and September 30, 2010, total available performance fee shall be \$5,459,184 less the 2% fee discount factor stated above. During the period October 1, 2010 and September 30, 2014, total available annual performance fee shall be \$11,428,572 less the 2% fee discount factor stated above. During the period October 1, 2014 and March 31, 2015, total available performance fee shall be \$5,714,286 less the 2% fee discount factor stated above.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION C**

**SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

**Table of Contents**

SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT .....	1
Table of Contents .....	1
C-1 Introduction .....	3
C-2 The Laboratory Vision .....	4
C-3 Performance Goals, Objectives, and Notable Outcomes .....	4
C-4 Statement of Work (SOW) .....	4
(a) Research and Development .....	4
(b) Protection of Workers, the Public and the Environment .....	8
(c) Project Management .....	9
(d) Mission-Related Partnerships .....	9
(e) Other Activities .....	9

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## SECTION C—DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C-1 Introduction

- (a) Oak Ridge National Laboratory is a multi-program Department of Energy (DOE) national laboratory and a Federally Funded Research and Development Center (FFRDC) established in accordance with the Federal Acquisition Regulation Subpart 35. Oak Ridge National Laboratory, subsequently referred to as the Laboratory, is an Office of Science laboratory. The Laboratory performs work for all DOE programs including Science, Electrical Delivery and Energy Reliability, Energy Efficiency and Renewable Energy, Nuclear Energy, Fossil Energy, Environmental Management, and the National Nuclear Security Administration. The Laboratory supports the DOE's strategic themes in energy security, nuclear security, scientific discovery and innovation, environmental responsibility, and management excellence, in accomplishing the Department's mission. The Laboratory mission is to conduct basic and applied research and development (R&D) to advance scientific knowledge, the nation's energy resources, national security, and environmental quality, and to strengthen educational foundations and national economic competitiveness. DOE programs are carried out in partnership with academia, the private sector, other DOE national laboratories, the international scientific community, and other government agencies. The Laboratory also performs work consistent with the DOE mission for entities other than DOE. The Contractor will advance the frontiers of science and technology through broad interdisciplinary R&D programs that answer fundamental questions, solve technical problems (locally, regionally, nationally, and internationally), and develop and apply technologies to address societal needs.
- (b) This performance-based management contract reflects the Contractor's responsibility to develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the Laboratory mission. The Contractor will provide integrated line management of this diverse research institution, aligning multiple program scientific and technical missions with the appropriate resources and support to deliver world-class science in a cost effective manner. Integrated line management incorporates integrated safety management, integrated safeguard and security management, cross-organizational teamwork recognizing matrix management, and efficient work practices and applies them to programmatic and operational efforts. Success in partnering with industry and ultimate application of scientific information and/or technology to solve DOE or broad public issues is essential.

## **C-2 The Laboratory Vision**

Consistent with the Department's, Office of Science's and other applicable program office's strategic plans, the Contractor shall develop and maintain a compelling long range vision and supporting strategic and business plans for the Laboratory. The vision and the associated laboratory plans shall be communicated to and reviewed by the Department via such planning processes as are established by the Office of Science. The Performance Evaluation and Measurement Plan, as called for within the clause entitled, "Standards of Contractor Performance Evaluation," identifies standardized Office of Science goals, objectives and specific measures, which are updated and agreed upon by the Parties annually, as standards against which the Contractor's overall performance of scientific, technical, operational, and/or managerial obligations under this contract shall be assessed.

## **C-3 Performance Goals, Objectives, and Notable Outcomes**

DOE has substantial expectations of the Contractor in eight specific performance areas under two major categories: 1) Science and Technology and 2) Management and Operations. The specific areas under the Science and Technology Category are: a) Mission Accomplishment; b) Design, Fabrication, Construction and Operations of Facilities; and c) Science and Technology Research Project/Program Management. Goals under the Management and Operations category include: a) Leadership and Stewardship of the Laboratory; b) Integrated Safety, Health and Environmental Protection; c) Business Systems; d) Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio; and e) Integrated Safeguards and Security Management and Emergency Management Systems. The Performance Evaluation and Measurement Plan is provided in Section J, Appendix G of the contract. This common set of performance areas has been put in place at all Office of Science laboratories as the basic structure for annual performance plans.

## **C-4 Statement of Work (SOW)**

### **(a) Research and Development**

- (1) In accomplishing the DOE mission, the Contractor shall maintain and advance the R&D capabilities that support all five DOE strategic themes: Energy Security, Nuclear Security, Scientific Discovery and Innovation, Environmental Responsibility and Management Excellence.

*Energy Security*—The Department's strategic theme is to promote America's energy security through reliable, clean, and affordable energy. The Contractor has the responsibility to manage Laboratory capabilities in: (1) biomass renewable energy feedstock and conversion technologies; (2) energy efficient technologies for buildings, industry, transportation,

and utility end-use; (3) applied materials in support of energy efficient technologies, electrical transmission and distribution, energy storage, renewables, vehicle technologies, and fossil fuel use; (4) nuclear technology and safety; and (5) assessing national energy use and projections of future energy supply and demand.

*Nuclear Security*—The Department’s strategic theme is to ensure America’s nuclear security. The Contractor shall maintain existing materials storage and processing facilities and develop related technologies. The Contractor shall support DOE in the development of technologies that promote non-proliferation, international nuclear safety, enhanced national security, and safe stockpile stewardship.

*Scientific Discovery and Innovation*—The Department’s strategic theme is to strengthen U.S. scientific discovery, economic competitiveness, and quality of life through innovations in science and technology. The Contractor shall maintain and enhance critical Laboratory capabilities in materials science and engineering and in neutron science. The Contractor shall manage the High Flux Isotope Reactor (HFIR), the Radiochemical Engineering Development Center and other hot cells, the Center for Nanophase Materials Sciences (CNMS), and the Spallation Neutron Source (SNS). These facilities support user programs in neutron scattering, materials irradiation, and isotope production. Also, the Contractor shall manage Laboratory capabilities in analytical and separations chemistry, computational sciences, environmental (including field experimental facilities) and social sciences, fusion science and technology, genetics, genomics, and biotechnology. The Contractor shall direct Laboratory capabilities in nuclear physics, astrophysics with radioactive ion beams, and solid-state physics.

*Environmental Responsibility*—The Department’s strategic theme is to protect the environment by providing a responsible solution to the legacy of nuclear weapons production. The Contractor shall maintain and improve capabilities in environmental technology development, environmental restoration, decontamination and decommissioning and waste management support, and health and environmental risk assessment. Waste minimization, pollution prevention, and energy consumption through green or renewable resources are a challenge and require initiatives to support greenhouse gas reduction efforts. The Contractor shall effectively and efficiently manage the minimization, characterization, and certification of Laboratory generated wastes and other materials, and the treatment, storage and disposal of newly generated waste as directed by DOE.

*Management Excellence* – The Department’s strategic theme is to enable the mission through sound management. The Contractor shall continue initiatives to improve efficiencies; reduce the cost of doing business; and, in the laboratory planning process, focus on these initiatives to ensure highly efficient and effective business, technical, and facility operations are achieved.

- (2) The Contractor shall effectively and efficiently manage all of the Laboratories’ core capabilities. This includes directing research in particle physics, accelerator science, plasma and fusion energy science, condensed matter physics and materials science, chemical and molecular science, climate change science, biological systems science, geological systems science, applied mathematics, advanced computer science, visualization, and data, computational science, applied nuclear science and technology, applied materials science and engineering, chemical engineering, systems engineering and integration, and large scale user facilities/advanced instrumentation. The Contractor shall ensure the Laboratory conducts basic and applied research, development, and demonstration activities facilitating deployment of technologies both in U.S. and international markets through partnerships with the private sector.

The Contractor will direct these core capabilities into creative research projects for DOE in partnership(s) with universities, other federal laboratories and agencies, and the private sector. Opportunities to transfer technology into useful products and processes should be conducted in close cooperation with private sector sponsors. The Contractor shall make it possible for the private sector to join in development/operation activities with the Laboratory to enhance teamwork and technology transfer.

- (3) The Contractor is responsible for operating 11 National User Facilities supporting diverse DOE mission areas and in FY 2009 had over 2,400 users representing over 560 organizations. The 11 National User Facilities are: the Buildings Technology Research and Integration Center, the Center for Nanophase Materials Sciences, the Center for Computational Sciences, the Center for Structural Molecular Biology, the High Flux Isotope Reactor, the High Temperature Materials Laboratory, the Holifield Radioactive Ion Beam Facility, the National Transportation Research Center, the Safeguards Laboratory, the Shared Research Equipment Program, and the Spallation Neutron Source Experimental Facility.

The Contractor is responsible for accommodating over 4,000 visiting scientists and 800 students that are guests of the Laboratory every year, and maintaining over 700 agreements to engage the 11 National User

Facilities. Agreements are in place with other government agencies, industries, universities, and international participants.

- (4) The Contractor shall effectively, efficiently, and safely operate the HFIR. HFIR provides state-of-the-art facilities for neutron scattering and materials irradiation and is the world's leading source of elements heavier than plutonium for research, medicine, and industrial applications. HFIR is a light-water cooled and moderated reactor with a design power level of 100 megawatts and a normal operating power of 85 megawatts. HFIR supports production of radioactive elements that benefit customers in diverse areas like cancer radiation therapy, nondestructive inspection of explosives and aircraft, and as start-up sources for nuclear reactors.
- (5) The Contractor shall maintain effective operations of existing and planned user facilities, other appropriate facilities, and provide effective customer service to user clients. The Contractor shall implement DOE mission objectives to ensure user facilities are user friendly, readily available, and can operate within conditions requested by user clients.

The Contractor is also responsible for user facilities that pose a significant challenge in planning and scheduling experiments. For example, the world class Spallation Neutron Source (SNS) is estimated to have up to 2,000 user scientists per year in a wide variety of scientific investigations. A number of other facilities are proposed at the Laboratory during the term of this contract.

- (6) The Contractor shall manage and maintain government-owned buildings and facilities at the Laboratory site, together with the utilities and appurtenances thereto. The Contractor is also responsible for certain buildings at the Y-12 Plant, and shall also operate the American Museum of Science and Energy as directed by DOE. The DOE Oak Ridge Office's other prime contractors manage some of the facilities at the Laboratory.
- (7) The Contractor shall manage the resources and capabilities of the Laboratory and provide leadership for this scientific institution. The Contractor will effectively and efficiently direct the day-to-day management of the Laboratory and proficiently link scientific/engineering capabilities to accomplish DOE's objectives. Providing leadership in methods of integrated line management to ensure inter-laboratory team building and intra-laboratory cooperation while supplying a safe working environment is essential. The Contractor is charged with maintaining and enhancing the intellectual resource base in order to avoid erosion of the scientific and engineering foundations at the Laboratory and to promote world leadership prominence in areas as mandated by the Office of

Science. The Contractor is also responsible for the employment of all personnel engaged in the SOW efforts and for the readiness and training of its personnel.

- (b) Protection of Workers, the Public and the Environment
- (1) Protection of workers, the public, and the environment are fundamental responsibilities of the Contractor and a critically important performance expectation. The Contractor's Environment, Safety, and Health (ES&H) program shall be operated as an integral, but visible, part of how the organization conducts business. A key element is continued implementation of the ORNL Integrated Safety Management System (ISMS), including prioritizing work planning and execution; establishing clear ES&H priorities; and allocating the appropriate level of trained and qualified resources to address programmatic and operational considerations; and continued implementation of integrated safeguards and security management systems and policies to provide a safe and secure work environment. The Contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ES&H performance.
  - (2) The Contractor shall perform all activities in compliance with applicable health, safety, and environmental laws, orders, regulations, and national consensus standards (contained in ORNL Work Smart Standards); and governing agreements and permits executed with regulatory and oversight government organizations. The Contractor shall take necessary actions to preclude serious injuries and/or fatalities, keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, public and worker safety and health.
  - (3) Incorporating integrated line management, the Contractor shall put in place a system that clearly communicates the roles, responsibilities, and authorities of line managers. The Contractor shall hold line managers, including direct reports, accountable for implementing necessary controls for safe performance of work in their respective area of responsibility. The Contractor shall establish effective management systems to identify deficiencies, resolve them in a timely manner, ensure that corrective actions are implemented, (addressing the extent of conditions, root causes, and measures to prevent recurrence) and prioritize and track commitments and actions. The Contractor shall, as appropriate, consider ES&H performance in selection of its subcontractors and incorporate ES&H requirements into subcontracts.

(c) **Project Management**

The Contractor shall manage all facility engineering and construction efforts in a manner that allows completion of project objectives in a safe and environmentally sound manner within the planned schedule, cost, and technical baselines. Specifically, the Contractor is expected to achieve all project deliverables associated with scientific facility upgrades, modernization projects including the those projects within the Science Laboratories Infrastructure program and the challenging United States contributions to ITER Project in accordance with DOE directives and requirements.

(d) **Mission-Related Partnerships**

The Contractor shall maintain and enhance existing partnerships and develop new technology partnership activities in support of the DOE mission. Mechanisms for partnerships include cooperative research and development agreements, direct assistance programs, employee loan programs, user facility agreements, memoranda of cooperation, memoranda of understanding, memoranda of agreement, license agreements, privately funded technology transfer, and other arrangements as approved by DOE in which research and development resources are leveraged with private sector partners. Efforts to develop broad based partnerships with academic research institutions, other agencies, other DOE laboratories, the international scientific community, and with the private sector are essential to the long-term viability of the Laboratory. Accomplishments in creating these partnerships may expand beyond the more classical cooperative research and development agreements as approved by DOE. Neutrons for science, biological systems science, advanced energy and materials, isotope production and advanced computational research programs provide opportunities for partnerships with the private sector, universities, and other national laboratories to advance scientific frontiers and enhance technology development. Facilities and instrumentation may be developed with applications in the pharmaceutical industry, clinical medicine, environmental remediation, and other areas. The contractor shall develop and implement programs that utilize laboratory resources in collaboration and cooperation with other academic and research institutions in order to advance science education opportunities and to improve the quality of science, mathematics, computing, and technology education in the United States.

(e) **Other Activities**

- (1) The Contractor shall manage facilities and resources to optimize the effectiveness of operations in support of the DOE mission. The Contractor shall maintain critical skill mixes and resources at the Laboratory. The Contractor should perform make/buy analyses on work

functions that may be inefficient and determine options for improvement. The Contractor shall examine Laboratory operations to consolidate work efforts, eliminate duplication of scientific effort, identify underutilized facilities, and reduce operational costs. Site planning activities shall be conducted by the Contractor proactively addressing concerns of DOE, regulatory agencies, and stakeholder groups.

- (2) The Contractor shall support DOE-ORO in its responsibilities for land use planning and land management activities and natural resource management for the DOE Oak Ridge Reservation, which consists of over 30,000 acres of federally-owned land. The Contractor's responsibilities are land and facility planning for the Laboratory site, coordinating and conducting research and its associated operational and maintenance activities within the National Environmental Research Park (NERP).
- (3) The Contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, *Strengthening Federal Environmental, Energy and Transportation Management*, and Executive Order 13514, *Federal Leadership in Environmental, Energy and Economic Performance*. The Contractor shall maintain and update, as appropriate, its Infrastructure/Mission Readiness Plans and supporting Site Plans (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives.
- (4) In addition to the services specifically described in other provisions of this SOW, the Contractor shall perform services as DOE and the Contractor shall agree in writing that will be performed from time to time under this contract at Oak Ridge or elsewhere, as follows:
  - (i) Services incidental or related to the services described in other provisions of this SOW.
  - (ii) Services, using existing facilities and capabilities, for other federal agencies and nonfederal entities in accordance with policies and procedures established by DOE.
  - (iii) Services, using existing or enhanced facilities and capabilities, for the Nuclear Regulatory Commission (NRC), under agency agreements between NRC and DOE.



- (iv) Services in support of ORO programs when the work involved has been determined by DOE to be within the unique capabilities of the Contractor or when the work involved has been determined by DOE to be within the special scientific and technical capabilities of the Contractor and the urgent need for the services precludes acquiring them from another source.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION D**

**SECTION D - PACKAGING AND MARKING**

**Table of Contents**

SECTION D—PACKAGING AND MARKING .....	1
D-1 Packaging .....	3
D-2 Marking .....	3

Blank Page

## SECTION D - PACKAGING AND MARKING

### D-1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

### D-2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (a) Identifies the contract number under which the item is being delivered.
- (b) Identifies the contract requirement or other instruction, which requires the delivered item(s).

Blank Page

**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION E**

**SECTION E - INSPECTION AND ACCEPTANCE**

**Table of Contents**

SECTION E—INSPECTION AND ACCEPTANCE .....	1
Table of Contents .....	1
E-1 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984) .....	3
E-2 Inspection and Acceptance of Recovery Act Project Work (Apr 2009) .....	3

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## SECTION E—INSPECTION AND ACCEPTANCE

### **E-1 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

### **E-2 Inspection and Acceptance of Recovery Act Project Work (Apr 2009)**

#### (a) Access –

- i. The Comptroller General and his representatives are authorized to examine any records of the Contractor or any of its subcontractors that involve transactions relating to the Contract or subcontract and to interview any officer or employee of the Contractor or any of its subcontractors, regarding such transactions.
- ii. Any representative of an appropriate inspector general is authorized to examine any records of the Contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the Contractor or subcontractor regarding such transactions.
- iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the Contractor and any of its subcontractors, and the right to interview any officer or employee of the Contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

#### (b) Certification –

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION F**

**SECTION F - DELIVERIES OR PERFORMANCE**

**Table of Contents**

SECTION F - DELIVERIES OR PERFORMANCE .....	1
F-1 Term of Contract (Jan 2010) .....	3
F-2 Principal Place of Performance .....	3
F-3 52.242-15 Stop-Work Order (Aug 1989)—Alternate I (Apr 1984) .....	3
F-4 Stop Work and Shutdown Authority.....	4

Blank Page

## SECTION F—DELIVERIES OR PERFORMANCE

### **F-1 Term of Contract (Jan 2010)**

The effective date of the contract is January 18, 2000. The term of the transition period is from January 18, 2000 through March 31, 2000. The term of the base contract is from April 1, 2000 through March 31, 2005. The Government has extended the term of the contract from April 1, 2005 to March 31, 2010, pursuant to the clause in Section I entitled, “Option to Extend the Term of the Contract,” for a period of five (5) years. In accordance with Federal Acquisition Regulation 17.605, the Government has extended the term of the contract from April 1, 2010 to March 31, 2015, for an additional period of five (5) years. The total duration of this contract under this clause shall not exceed 182 months.

### **F-2 Principal Place of Performance**

The principal place of performance for the contract is Oak Ridge, Tennessee.

### **F-3 52.242-15 Stop-Work Order (Aug 1989)—Alternate I (Apr 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of up to 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of up to 30 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **F-4 Stop Work and Shutdown Authority**

Section F Clause, FAR 52.242-15, "Stop Work Order," allows only the Contracting Officer to stop work or shut down facilities for reasons other than harm or imminent danger to the environment or health and safety of employees and the public.

Due to the immediate need to stop work due to situations where the Contractor's acts or failures to act present an imminent danger to the environment or health and safety of employees or the public, any DOE employee may exercise the stop work authority contemplated in Section I Clause, DEAR 970.5223-1, "Integration of Environment, Safety, and Health Into Work Planning and Execution."

Blank Page

**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION G**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Table of Contents**

SECTION G - CONTRACT ADMINISTRATION DATA.....	1
G-1 DOE Contracting Officer .....	3
G-2 Contracting Officer’s Representative(s) (COR) .....	3
G-3 Contract Administration .....	3
G-4 Cost Reporting Requirements Involving Recovery Act Project Work (Apr 2009).....	3
G-5 Indirect Charges Involving Recovery Act Project Work (Apr 2009).....	4



Blank Page

## SECTION G—CONTRACT ADMINISTRATION DATA

### **G-1 DOE Contracting Officer**

For the definition of Contracting Officer see FAR 2.101 – Definitions. The Contracting Officer is the only individual who has the authority on behalf of DOE to take the following actions under the contract:

- (a) Assign additional work within the general scope of the Statement of Work of the contract;
- (b) Issue a change as defined in the “Changes” clause of the contract;
- (c) Change any of the expressed terms, conditions or specifications of the contract;
- (d) Accept non-conforming work; or
- (e) Waive any requirement of this contract.

### **G-2 Contracting Officer’s Representative(s) (COR)**

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer’s Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

### **G-3 Contract Administration**

The contract will be administered by:

U.S. Department of Energy  
Oak Ridge Office  
ORNL Site Office  
Attention: Contracting Officer  
Post Office Box 2001  
Oak Ridge, Tennessee 37831

Written communication shall make reference to the contract number and shall be mailed to the Contracting Officer designated via separate correspondence to the above address.

### **G-4 Cost Reporting Requirements Involving Recovery Act Project Work (Apr 2009)**

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the work scope baseline.

- (a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.
- (b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

**G-5 Indirect Charges Involving Recovery Act Project Work (Apr 2009)**

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

- (a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;
- (b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;
- (c) Ensure all funds transferred by UT-Battelle, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and
- (d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or UT-Battelle, LLC.
- (e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION H**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**Table of Contents**

<b>H-1</b>	<b>Modification Authority .....</b>	<b>3</b>
<b>H-2</b>	<b>Small Business Subcontracting Plan.....</b>	<b>3</b>
<b>H-3</b>	<b>Confidentiality of Information .....</b>	<b>3</b>
<b>H-4</b>	<b>Service Contract Act (Modified) .....</b>	<b>4</b>
<b>H-5</b>	<b>Corporate Home Office Expenses.....</b>	<b>4</b>
<b>H-6</b>	<b>Age Discrimination in Employment .....</b>	<b>4</b>
<b>H-7</b>	<b>Separate Corporate Entity .....</b>	<b>4</b>
<b>H-8</b>	<b>Performance Guarantee.....</b>	<b>5</b>
<b>H-9</b>	<b>Responsible Corporate Official.....</b>	<b>5</b>
<b>H-10</b>	<b>Permits, Applications, Licenses, and Other Regulatory Documents (Modified).....</b>	<b>5</b>
<b>H-11</b>	<b>Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties .....</b>	<b>7</b>
<b>H-12</b>	<b>Allocation of Responsibilities for Contractor Environmental Compliance Activities (Modified).....</b>	<b>7</b>
<b>H-13</b>	<b>Representations, Certifications and Other Statements of the Offeror.....</b>	<b>8</b>
<b>H-14</b>	<b>Withdrawal of Work .....</b>	<b>8</b>
<b>H-15</b>	<b>Contractor Assurance System (Dec 2009).....</b>	<b>8</b>
<b>H-16</b>	<b>Implementation of FAR Subpart 39.1 .....</b>	<b>9</b>
<b>H-17</b>	<b>Personal Property Acceptance .....</b>	<b>10</b>
<b>H-18</b>	<b>Privacy Act Systems of Record (Modified) .....</b>	<b>10</b>
<b>H-19</b>	<b>Determination of Appropriate Labor Standards .....</b>	<b>10</b>
<b>H-20</b>	<b>Application of Labor Policies and Practices .....</b>	<b>10</b>
<b>H-21</b>	<b>Price Anderson Amendments Act Noncompliance .....</b>	<b>11</b>
<b>H-22</b>	<b>Nuclear Facility Safety (Modified).....</b>	<b>11</b>
<b>H-23</b>	<b>Defense Nuclear Facility Safety Board.....</b>	<b>11</b>
<b>H-24</b>	<b>Reserved .....</b>	<b>12</b>
<b>H-25</b>	<b>Stop Work/Technical Direction (Modified) .....</b>	<b>12</b>
<b>H-26</b>	<b>Corporate Citizenship (Modified).....</b>	<b>12</b>
<b>H-27</b>	<b>Contractor Compensation, Benefits and Pension (Modified) .....</b>	<b>12</b>
<b>H-28</b>	<b>Control of Nuclear Materials .....</b>	<b>16</b>
<b>H-29</b>	<b>Unclassified Controlled Nuclear Information/Export Controlled Information .....</b>	<b>16</b>

<b>H-30</b>	<b>Oak Ridge Office Services (Modified)</b> .....	<b>17</b>
<b>H-31</b>	<b>ORNL Advisory Board</b> .....	<b>17</b>
<b>H-32</b>	<b>Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions</b> .....	<b>17</b>
<b>H-33</b>	<b>Performance Expectations (Modified)</b> .....	<b>18</b>
<b>H-34</b>	<b>Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2010)</b> .....	<b>18</b>
<b>H-35</b>	<b>Standards of Contractor Performance Evaluation</b> .....	<b>18</b>
<b>H-36</b>	<b>Limitation on Liability (Modified)</b> .....	<b>20</b>
<b>H-37</b>	<b>Reserved</b> .....	<b>21</b>
<b>H-38</b>	<b>Nonprofit Contractor</b> .....	<b>21</b>
<b>H-39</b>	<b>Definitions (Jan 2000)</b> .....	<b>22</b>
<b>H-40</b>	<b>Advance Understandings Regarding Additional Item of Allowable Costs</b> .....	<b>22</b>
<b>H-41</b>	<b>Notice Regarding the Purchase of American-Made Equipment and Products—Sense of Congress</b> .....	<b>23</b>
<b>H-42</b>	<b>Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2005)</b> .....	<b>23</b>
<b>H-43</b>	<b>Reserved</b> .....	<b>23</b>
<b>H-44</b>	<b>Reserved</b> .....	<b>23</b>
<b>H-45</b>	<b>Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States</b> .....	<b>23</b>
<b>H-46</b>	<b>Other Patent Related Matters</b> .....	<b>26</b>
<b>H-47</b>	<b>Intellectual Property – BioEnergy Science Center</b> .....	<b>33</b>
<b>H-48</b>	<b>DOE ITER Project (Apr 2008)</b> .....	<b>35</b>
<b>H-49</b>	<b>Definition of Unusually Hazardous or Nuclear Risk for FAR Clause 52.250-1 Indemnification under Public Law 85-804</b> .....	<b>37</b>
<b>H-50</b>	<b>Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act (ARRA) of 2009 (Apr 2009)</b> .....	<b>41</b>
<b>H-51</b>	<b>Modification Definitization of Recovery Act Work (Apr 2009)</b> .....	<b>44</b>

## SECTION H—SPECIAL CONTRACT REQUIREMENTS

### H-1 Modification Authority

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

### H-2 Small Business Subcontracting Plan

The Small Business Subcontracting Plan submitted by the Contractor for this contract, and approved in writing by the Contracting Officer, is a material part of this contract and is incorporated by reference and has the same force and effect as if attached hereto.

### H-3 Confidentiality of Information

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
  - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all appropriate subcontracts.

#### **H-4 Service Contract Act (Modified)**

The Service Contract Act of 1965 (P.L. 89-286) is not applicable to contracts for the operation of DOE facilities. It is, however, applicable to subcontracts awarded by contractors operating DOE facilities. The Contractor shall insert in all subcontracts of the character to which the Service Contract Act, as amended, applies the applicable clause specified in FAR 22.1006, with such modifications as appropriate to reflect the Contractor/subcontractor relationship.

#### **H-5 Corporate Home Office Expenses**

No corporate home office expense of the Contractor shall be allowable under this contract without the prior approval of the Contracting Officer and consistent with the requirements set forth in Acquisition Letter AL-2005-11, dated July 15, 2005.

#### **H-6 Age Discrimination in Employment**

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations there under.

#### **H-7 Separate Corporate Entity**

The work performed under this contract by the Contractor shall be conducted by a separate corporate entity from its parent company(s). The separate corporate entity must



be set up solely to perform this contract and shall be totally responsible for all contract activities.

#### **H-8 Performance Guarantee**

The Contractor is required by other provisions of this contract to organize a dedicated corporate entity to carry out the work under the contract. The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Appendix C. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent or all member organizations shall assume joint and several liability for the performance of the Contractor. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

#### **H-9 Responsible Corporate Official**

Notwithstanding the provisions of the clause in Section H entitled, *Performance Guarantee*, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues. Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

Name: Dr. Jeffrey Wadsworth  
Position: President and Chief Executive Officer  
Organization: Battelle Memorial Institute  
Address: 505 King Avenue  
Columbus, Ohio 43201-2693

#### **H-10 Permits, Applications, Licenses, and Other Regulatory Documents (Modified)**

- (a) Unless otherwise directed by the Contracting Officer, the Contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as 'permits'). Except as specifically provided in the section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will

use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

- (b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulator authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.
- (e) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

**H-11 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties**

- (a) The Contractor shall accept, in its own name, services of notices of violations or alleged violations (NOVs/NOAVs) issued by Federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
- (b) With advance notice given to DOE, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fines and penalties issued in its own name; however, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without receiving written concurrence from the Contracting Officer or his/her authorized representative prior to making any such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

**H-12 Allocation of Responsibilities for Contractor Environmental Compliance Activities (Modified)**

- (a) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties" for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" means requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses.
- (b) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party that caused the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Regardless of which party to this contract is the named subject of an enforcement action for noncompliance with environmental requirements by the cognizant

regulatory authority, liability for payment of any fine or penalty will be governed by provisions of this contract related to allowable costs. If the named subject of an enforcement action or assessment of a fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost and preexisting conditions provisions of this contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty or reimburse the DOE (if DOE pays the fine or penalty). The governing provisions of the contract include, without limitation, paragraph (a) of the clauses in Section I entitled *Pre-Existing Conditions*.

### **H-13 Representations, Certifications and Other Statements of the Offeror**

The Representations, Certifications, and Other Statements of the Offeror, dated August 2, 1999, for this contract, and all other updates as required by Section I clause FAR 52.204-7, Central Contractor Registration, are hereby incorporated, by reference, and made a part of this contract.

### **H-14 Withdrawal of Work**

- (a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, Descriptions/Specifications/Work Statement, of this contract performed by either another contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn: (1) in order for the Government to conduct pilot programs; (2) if the Contractor's estimated cost of the work is considered unreasonable; (3) for less than satisfactory performance by the Contractor; or, (4) for any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (c) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

### **H-15 Contractor Assurance System (Dec 2009)**

- (a) The Contractor shall develop a contractor assurance system that is executed by the Contractor's Board of Directors (or equivalent corporate oversight entity) and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the Contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:

- (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
- (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
- (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
- (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work process and to carry out independent risk and vulnerability studies.
- (5) Identification and correction of negative performance/compliance trends before they become significant issues.
- (6) Integration of the assurance system with other management systems including Integrated Safety Management.
- (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Assure development of metrics and targets that result in efficient and cost effective performance.
- (8) Continuous feedback and performance improvement.
- (9) An implementation plan (if needed) that considers and mitigates risks.
- (10) Timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.

The initial contractor assurance system description shall be approved by the Contracting Officer.

- (b) The Government may revise its level and/or mix of oversight of this contract when the Contracting Officer determines that the assurance system is or is not operating effectively.

#### **H-16 Implementation of FAR Subpart 39.1**

All information technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security

configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> commensurate with the mission of the contract and conducive to the research and development efforts of the laboratory. This requirement shall be included in all subcontracts which are for information technology acquisitions; and the Laboratory CIO shall annually certify to the DOE Site Office Contracting Officer that this requirement is being incorporated into information technology acquisitions.

#### **H-17 Personal Property Acceptance**

On April 1, 2000, the Contractor shall accept, as is, where-is, accountability for all Government-owned property and all special nuclear materials assigned to this contract. The Contractor shall maintain and administer the existing automated personal property system. Any deviation from this requirement is subject to the prior written approval of the Contracting Officer.

#### **H-18 Privacy Act Systems of Record (Modified)**

To the extent that the Contractor maintains Government-owned records in the performance of this contract that constitutes a Privacy Act System of Records as defined in the Department of Energy's most current Privacy Act System Notice published in the Federal Register on or after June 30, 2003, the Contractor shall maintain the records in accordance with the clause of this contract entitled Privacy Act.

#### **H-19 Determination of Appropriate Labor Standards**

DOE shall determine the appropriate labor standards, in accordance with the Service Contract Act, the Davis-Bacon Act, or other applicable labor laws which shall apply to work performed under this contract. The Contractor shall provide such information in the form and time frame required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts, and for obtaining and applying the appropriate wage determinations.

#### **H-20 Application of Labor Policies and Practices**

The Contractor agrees to conduct its labor relations program in accordance with DOE's intent that labor policies and practices reflect the best experience of American industry in aiming to achieve the type of stable labor-management relations essential to the successful accomplishment of DOE's programs at reasonable cost. Collective bargaining will be left to the orderly processes of negotiation and agreement between Contractor management and certified employee representatives with maximum possible freedom from Government involvement. For working on DOE facilities and programs critical to the National interest, Contractor management's responsibility includes the duty to adopt practices which are fundamental to the friendly adjustment of disputes, and which experience has shown promote orderly collective bargaining relationships.

## **H-21 Price Anderson Amendments Act Noncompliance**

The Contractor shall establish an internal Price Anderson Amendments Act noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

## **H-22 Nuclear Facility Safety (Modified)**

The activities under this contract include the operation of nuclear facilities as defined by 10 CFR § 830 Subpart B. The Contractor recognizes that such operation involves the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety as well as the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risk involved.

- (a) The Contractor shall use all reasonable efforts to perform operations and maintenance activities in the nuclear facilities.
- (b) The Contractor shall prepare a plan or plans that minimize the risk of operating nuclear facilities. The plan or plans should describe work activities that are prioritized to mitigate and/or address hazards/critical issues.
- (c) The Contractor shall prepare plans for Contracting Officer Representative approval that describe actions to shutdown, decontaminate and/or decommission, and disposition the nuclear facility and any associated nuclear wastes or other hazardous material.

## **H-23 Defense Nuclear Facility Safety Board**

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB), which are contained in implementation plans, and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on Contracting Officer's Representative direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

**H-24 Reserved**

**H-25 Stop Work/Technical Direction (Modified)**

In addition to the authorities enumerated in the clause in Section I entitled, *Technical Direction*, the contracting officer's representative (COR) may direct the Contractor to suspend work when clear and present danger exists to workers or members of the public. Clear and present danger is a condition which could be expected to cause death or serious harm to workers, members of the public, or the environment, immediately or before such condition or hazard can be eliminated through normal procedures. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

**H-26 Corporate Citizenship (Modified)**

- (a) The Contractor is expected to be a good corporate citizen and partner with the community in which the Contractor performs its work. Corporate citizenship entails active company and employee involvement in both financial and nonfinancial ways in local area educational, cultural, civic, health and welfare organizations, etc.
- (b) The cost associated with the Contractor's efforts in achieving its corporate citizenship commitment under this clause is not an allowable cost under this contract.

**H-27 Contractor Compensation, Benefits and Pension (Modified)**

- (a) Appendix A and the clause in Section H entitled, *Application of Labor Policies and Practices* are adopted for the exclusive benefit and convenience of the parties hereto; nothing contained herein shall be construed as conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party.
- (b) Labor Relations
  - (1) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
  - (2) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing and obtaining approval of the Contractor's bargaining parameters prior to negotiations of any collective bargaining



agreement or revision thereto. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which is outside of the agreed upon bargaining parameters and can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or retirement income plans or to any welfare benefit plans if these changes are outside of the agreed upon bargaining parameters.

(c) Salary and Benefits

(1) Policies, Practices, and Procedures

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system self-assessment plan consistent with 48 CFR 31.205-6, and DEAR 970.3102-05-6, *Compensation for Personal Services*, as applied to the DOE-approved standards in Appendix A. The Contractor's compensation system and methods shall be in accordance with 48 CFR 31.205-6 and DEAR 970.3102-05-6, fully documented, consistently applied, and acceptable to DOE.

DOE approval of the Contractor's job evaluation and compensation system, dated April 4, 2001, provides the baseline for the Contractor's compensation system.

Based on DOE's approval of the Contractor's Compensation System, Contracting Officer approval of individual compensation actions will be required only for the Laboratory Director and Deputy Director(s).

(2) Severance Pay

Severance pay benefits are not payable to an employee under this contract if the employee:

- (i) Voluntarily separates, resigns or retires from employment, with the exception of a Voluntary Reduction in Force (VRIF) Program. All VRIF programs require prior DOE approval.
- (ii) Is offered employment with a successor/replacement Contractor,
- (iii) Is offered employment with a parent or affiliated company, or

(iv) Is discharged for cause.

(3) Reporting Requirements

The Contractor shall provide the Contracting Officer with the following reports with respect to salary and benefits:

- (i) Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (ii) At the time of contract award and upon any change thereafter, a list of the top five most highly compensated executives and their salaries.
- (iii) Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS), compensation and benefits module.
- (iv) A Self-Assessment of the total compensation program using mutually agreed to compensation system performance measures.
- (v) Annual report of employment, payroll, and residence statistics as of December 31 for each year.

(4) Periodic Appraisals

DOE will conduct periodic appraisals of Contractor performance with respect to compensation system implementation. Such appraisals, when approved by the Contracting Officer, will be conducted by either DOE validation of Contractor self-assessments of compensation system performance, or third party expert review.

(5) Incentive Compensation/Pay Program

Develop an Incentive Pay Plan annually, if appropriate, for a determination of cost reasonableness and reimbursement consistent with the requirements for reimbursement provided in Appendix A, and obtain advance DOE approval of the Incentive Pay Plan.

(d) Pension and Non-Pension Benefit Programs

The program of employee pensions and other benefits employed by the Contractor shall support at a reasonable cost the effective recruitment and retention of a highly skilled workforce at ORNL. Cost reimbursement of benefit plans will be based on Contracting Officer approval of Contractor actions pursuant to an approved “Employee Benefits Value Study” and an “Employee Benefits Cost Survey Comparison.” No presumption of allowability will exist when the Contractor implements a new benefits plan or makes changes to existing employee benefits plans until the Contracting Officer makes a determination of cost reimbursement for reasonable changes to the program. Unless required by State or Federal statute, funding in advance for post retirement benefits other than pensions (PRB) is not allowable.

Unless stated otherwise, or as directed by the Contracting Officer, within 30 days of award or extension, and annually thereafter, and prior to implementation of any benefit change, the Contractor shall submit the following materials to the Contracting Officer in advance for approval of application of the changes under the contract and for a determination as to whether the costs incurred are consistent with the Contractor’s documented program plan and are deemed allowable pursuant to 48 CFR 31.205-6 as supplemented by DEAR 970.3102-05-6.

- (1) An evaluation of the Contractor’s Employee Benefits Program based on two professionally recognized performance measures:
  - (i) An Employee Benefits Value Study (ben-val) Measure, every two years, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value study does not address post-retirement benefits (PRB) other than pension, the Contractor shall provide separate PRB cost and plan design data comparison with external benchmarks for nationally recognized and Contracting Officer approved survey sources and,
  - (ii) An Employee Benefits Cost Survey Comparison (cost survey) Method every year that analyzes the Contractor’s employee benefits cost on a per capita basis per full time equivalent employee and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.
- (2) When net benefit value and/or per capita cost exceed the comparator group by more than 5 percent, submit corrective action plans, when requested by the Contracting Officer, to achieve a net benefit value and per capita cost not to exceed the comparator group by more than 5 percent.

- (3) As required by the Contracting Officer, submit an analysis of the specific plan costs that are above the per capita cost range and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range.
- (4) Implement corrective action plans determined to be reimbursable by the Contracting Officer to align employee benefit programs with the target in subparagraph (d)(2).
- (e) The Contractor shall comply with DOE Order 350.1, *Contractor Human Resource Management Programs*. Upon issuance of the revised DOE Order, the Contractor shall meet with the Contracting Officer to negotiate implementation procedures.

#### **H-28 Control of Nuclear Materials**

- (a) As used in this clause, “nuclear materials” means source material, special nuclear material, and other materials to which DOE Directives regarding the control of nuclear materials apply.
- (b) The Contractor shall, in a manner satisfactory to the Contracting Officer, establish and maintain a materials management program, establish and maintain appropriate nuclear material transfer procedures and control measures, establish accounting and measurement procedures, maintain current records, and institute appropriate control measures for nuclear materials in its possession commensurate with the national security and applicable DOE Directives. Except as otherwise authorized by the Contracting Officer, nuclear materials in the Contractor’s possession, custody, or control shall be used only for the furtherance of the work under this contract.
- (c) The Contractor shall include in every subcontract involving the use of nuclear materials, for which the Contractor has accountability, appropriate terms and conditions for the use of nuclear materials and the responsibilities of the subcontractor regarding control of nuclear materials.

#### **H-29 Unclassified Controlled Nuclear Information/Export Controlled Information**

Documents, information, and/or equipment originated by the Contractor or furnished by the Government to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information and/or Export Controlled Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended, DOE Directives, and U.S. laws and regulations. The Contractor shall be responsible for protecting such documents, information, and/or equipment from unauthorized dissemination in accordance with DOE regulations, requirements and instructions.

### **H-30 Oak Ridge Office Services (Modified)**

Oak Ridge Office is responsible for multiple, broad-based programs that are managed by multiple prime contractors. In order to provide a net benefit to the government, the Contractor may elect to provide services to and/or obtain services from other DOE prime contractors in the performance of their respective responsibilities. The government may also direct the Contractor to obtain or provide services to or from other DOE prime contractors when it is in the best interest of the government, including the accomplishment of DOE responsibilities in which the capabilities of more than one contractor are required. When services are obtained under this provision, the Contractor shall maintain accountability and control of the work and shall execute agreements for the conduct of work with other prime contractors, as appropriate.

### **H-31 ORNL Advisory Board**

In collaboration with DOE, the Contractor shall establish and maintain a high-level, broadly based Advisory Board to ensure that it receives independent scientific, technical, and management guidance and overview on the performance of the Contractor. The Contractor shall consult with DOE on the development or modification of a charter for the Board and report to the COR results from Advisory Board meetings. The Board shall include nationally prominent representatives from the academic community and from industry chosen for their diverse scientific and management skills and broad perspectives. Consistent with the provisions of the contract, the Board shall be responsible to the Contractor and shall provide overview and guidance concerning the performance of the Contractor relating to organization, planning, and program evaluation. In addition, the Board shall review and provide guidance to cooperative programs with universities, industry and other agencies, R&D emphasis and priority, and other appropriate issues to help ensure that ORNL continues to be a leading national R&D center of the highest quality.

### **H-32 Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions**

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at [http://ofee.gov/Executive Order/Executive Order13423\\_main.asp](http://ofee.gov/Executive Order/Executive Order13423_main.asp). This requirement includes the *Electronics Stewardship Requirements of Implementing Instruction XII*. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient

and meet applicable performance requirements. Information on EPEAT-registered computer products is available at [www.epeat.net](http://www.epeat.net).

### **H-33 Performance Expectations (Modified)**

Performance expectations encompassing Section C-4, Statement of Work (SOW), are mutually defined on an annual basis in the *Performance Evaluation and Measurement Plan* consistent with Section C-3, Performance Goals, Objectives, and Notable Outcomes.

### **H-34 Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2010)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

### **H-35 Standards of Contractor Performance Evaluation**

- (a) Use of objective standards of performance, self-assessment and performance evaluation:
  - (1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory management. The performance-based management approach will include the use of objective performance goals and indicators, agreed to in advance of each performance evaluation period, as standards against which the Contractor's overall performance of the scientific and technical mission obligations under this Contract will be assessed. The performance criteria will be limited in number and focus on results to drive improved performance and increased effective and efficient management of the Laboratory.
  - (2) The Parties agree to utilize the process described within Part III, Section J, Appendix G - "Performance Evaluation and Measurement Plan" (PEMP) to evaluate the performance of the Laboratory. The Parties further agree that the evaluation process described in Appendix G will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.

- (3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as the principal means of determining its compliance with the Contract Statement of Work and performance indicators identified within Part III, Section J, Appendix G. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organization, as appropriate, in the self-assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.
- (4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Appendix G. The Contractor shall provide a formal status briefing at mid-year and year-end. Specific due dates and formats for the above-mentioned briefings shall be agreed to by the Laboratory Director and the DOE Oak Ridge National Laboratory Site Office Manager.
- (5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this Contract. The Office of Science, through the DOE Oak Ridge National Laboratory Site Office Manager, has the lead responsibility for oversight of the programs and activities conducted by the Contractor.
- (6) The Contracting Officer shall annually provide a written assessment of the Laboratory's performance to the Contractor, which shall be based upon the process described in Appendix G. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating. The Contractor's self-assessment results, to include results of any third party reviews which may have been conducted during the evaluation period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Appendix G that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., Office of Inspector General (OIG), Government Accountability Office (GAO), Defense Contract Audit Agency (DCAA), etc.) conducted throughout the year, annual reviews (if needed), and DOE "for cause" reviews. Contractor success in meeting or exceeding performance expectations in a particular management or operations functional area may be rewarded with less frequent – or no – review of the functional area.

Conversely, marginal performance or “for cause” situations may result in more frequent reviews.

(b) Standards of performance measure review:

- (1) The Parties agree to review the PEMP elements (goals, objectives, performance indicators, and expected levels of performance) contained in Appendix G annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the goals, objectives, performance indicators, and expected levels of performance for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new goals, objectives, performance indicators and expected levels of performance and/or to modify and/or delete existing goals, objectives, performance indicators, and expected levels of performance. It is expected that the goals, objectives, performance indicators, and expected levels of performance will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may agree warrant recognition in the performance-based integrated management approach.
- (2) Failure to include an objective or performance indicator in the contract Appendix G does not eliminate the Contractor’s obligation to comply with all applicable terms and conditions as set forth elsewhere within the contract.
- (3) In the event the Contracting Officer decides to exercise the rights set forth in paragraphs (a)(6) or (b)(1) above, he/she will notify the Contractor, in writing, of the intended decision ten days prior to issuance.

(c) DOE Quality Assurance Surveillance Plan

DOE’s Quality Assurance Surveillance Plan (QASP) for evaluating the Contractor’s performance under the contract shall consist primarily of the PEMP as called for within the Part II, Section I (I.120 DEAR 970.5203-1). The QASP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations and acceptable quality levels for each task, describes how performance will be monitored and measured; describes how the results will be evaluated; and states how the results will affect contract payment.

**H-36 Limitation on Liability (Modified)**



As the Contractor is a non-profit organization, the following provision shall apply:

- (a) The Contractor's liability for certain obligations, which it has assumed under this contract, shall be limited as set forth in paragraph (b) below. These limitations shall apply only to obligations the Contractor has assumed pursuant to the following provisions:
  - (1) Section I, Clause 970.5228 entitled, *Insurance-Litigation and Claims* (Mar 2002), paragraphs (h)(3) and (j)(2), except for punitive damages resulting from the Contractor managerial personnel's willful misconduct or lack of good faith.
  - (2) Section I, Clause 970.5245-1 entitled, *Property* (Dec 2000), paragraph (f)(1)(i)(C).
- (b) The Contractor shall be liable for an amount not to exceed 1.25 times the maximum fee available for each fiscal year in accordance with the provisions of the clauses in Section B, entitled *Fixed Fee* and *Performance Fee*. The amount of the Contractor's liability shall be calculated on a cumulative, per fiscal year basis. The annual cap that will apply shall be based on the fiscal year in which the Contractor's act or failure to act was the proximate cause of the liability assumed by the Contractor pursuant to the provisions of the Clauses identified above. In the event the Contractor's act or failure to act overlaps more than one period, the limitation will be the annual limitation for the last fiscal year in which the Contractor's act or failure to act occurred. If the Contractor's cumulative obligations equal the amount of the annual limitation of liability, the Contractor shall have no further responsibility for the costs of the liabilities it has assumed pursuant to (a)(1) through (3) above; and all costs in excess of the limitation of liability shall be borne by the Government.

**H-37 Reserved**

**H-38 Nonprofit Contractor**

- (a) With respect to only the clauses listed in (b) below, the term "nonprofit contractor" means:
  - (1) A university or other institution of higher education;
  - (2) An organization of the type described in Section 501(c)(3) of the *Internal Revenue Code of 1954* as amended and exempt from taxation under Section 501(a) of the *Internal Revenue Code*;
  - (3) Any nonprofit scientific or educational organization qualified as a nonprofit by the laws of the State of its organization or incorporation; or

- (4) A combination of qualifying entities organized for a nonprofit purpose (e.g., partnership, joint venture, or limited liability company) each member of which meets the requirements of (1), (2), or (3) above.
- (b) (1) Section H Clause entitled, *Limitation on Liability*.
- (2) Section I Clause entitled, *970.5245-1 Property*, paragraph j.

### **H-39 Definitions (Jan 2000)**

“Contractor” as used in Section I Clause entitled, *Indemnification Under Public Law 85-804*, shall be defined as follows:

- (a) In all subsections of said clause except as set forth in (b) below, as:
  - (i) UT-Battelle, LLC, a Tennessee nonprofit limited liability company, and
  - (ii) The members of UT-Battelle, LLC, which are, inclusive, the University of Tennessee, a state university, and Battelle Memorial Institute, an Ohio nonprofit corporation.
- (b) As to subsections (a) and (e) of said clause, Contractor shall be defined as UT-Battelle, LLC, a Tennessee nonprofit limited liability company.

### **H-40 Advance Understandings Regarding Additional Item of Allowable Costs**

Imputed interest costs relating to leases classified and accounted for as capital leases under generally accepted accounting principles (GAAP) are allowable, provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved in writing by the DOE Contracting Officer in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose.

Training and Education costs described in subparagraphs (b)(1) and (b)(2) below that the Contractor incurs in complying with the requirements of paragraph C-4 (d), Mission-Related Partnerships, of the contract will not be unallowable due solely to non-compliance with the FAR cost principle at FAR 31.205-44 titled "Training and education costs." In order to be allowable, however, such Training and Education costs must comply with all other contract terms and conditions, including reasonableness, allocability, and the limitations of FAR Subpart 31.2.

- (1) Notwithstanding the provisions of FAR cost principle 31.205-44(e), stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this contract but are participating in research, educational or

training activities under this contract to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved by the Contracting Officer.

- (2) Notwithstanding the provisions of FAR cost principle 31.205-44(e), payments to educational institutions for tuition and fees, or institutional allowances, in connection with fellowship or other research, educational or training programs approved by the Contracting Officer for researchers and students who are not employed under this contract.

**H-41 Notice Regarding the Purchase of American-Made Equipment and Products—Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

**H-42 Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2005)**

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H-43 Reserved**

**H-44 Reserved**

**H-45 Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States**

The parties recognize that the Contractor's support of DOE and/or other federal agency efforts to reduce threats from nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology located outside the United States may prove hazardous to contractor employees who volunteer for these assignments. When performing this work, contractor employees may be subject to special hazards which are not part of the employee's normal duties and for which workers' compensation laws, other statutes, the Contractor's welfare plan and policies, and other Contractor-provided insurance of the worker's private insurance may not provide adequate financial protection to the work in the event of disability, or to the worker's estate in the event of death.

- (a) Definitions

- (1) “Field Deployment Team” means that emergency-response team established by the Contractor at the request of DOE to be available, upon call by public authorities, through DOE, for immediate technical assistance and advice outside the United States involving detection, identification, assessment, characterization, packaging, control, containment, transport, dismantlement, movement or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology.
- (2) “Covered Assignment” means work which requires the active deployment outside the United States of a Contractor employee as a member of the Field Deployment Roster.
- (3) “Special Insurance Coverage” means Special (Additional) Travel Accident or similar special insurance coverage obtained by the Contractor, with the consent of DOE, to cover each Contractor employee member of the Field Deployment Roster for accidental death, dismemberment, and disability occurring directly or indirectly from said employee’s participation in a covered Assignment, including but not limited to travel to and from the Covered Assignment.
- (4) “Field Deployment Roster” means the list provided at the time of deployment by the Contractor of employees who have volunteered to serve on, and have been accepted for a Covered Assignment.
- (5) “Contractor Benefit Plans Insurance” means insurance obtained and paid for by the Contractor for and on behalf of its employees. Such insurance includes Basic Life Insurance, Business Travel Accident Insurance, and, if applicable, the Special Insurance Coverage.

(b) Special Insurance Coverage

The Contractor may provide Field Deployment Roster employees with Special Insurance coverage, as an allowable cost under this Contract, in order to facilitate the provision of technical expertise to assist in the activities listed in (a)(1) above. The total amount of Contractor Benefit Plans Insurance (including Special Insurance Coverage under this clause) provided to any Field Deployment Roster employee shall not exceed that employee’s annual salary multiplied by 10.

- (c) In performing the work covered by this clause, the Contractor shall use only contractor employees who volunteer for this work assignment. The Contractor will thoroughly explain the risks of this work assignment to potential Contractor employee volunteers prior to accepting these volunteers for this work.

- (d) The Contractor will provide the Field Deployment Roster to the Contracting Officer in writing prior to beginning work which may be covered by this clause.
- (e) The Contractor shall not include the provisions of this clause in its subcontracts without first consulting with and receiving advance written approval from the Contracting Officer.
- (f) Special Incentives, Allowances and Payments
  - (1) Post Hardship Differential is authorized for Field Deployment Team members serving on such covered assignments in accordance with Department of State Standardized Regulations (DSSR), section 510. Post Hardship Differential is paid to Field Deployment Team members on temporary detail to one or more hardship posts after the forty-second calendar day of the Covered Assignment. Field Deployment Team members, who serve in Afghanistan, Iraq, or other countries if approved by the Contracting Officer, may be granted Post Hardship Differential at the prescribed rate beginning on the forty-third day back to day one.
  - (2) Danger Pay Allowance is authorized for Field Deployment Team members serving on such covered assignments in accordance with DSSR, section 650. Danger Pay Allowance is in addition to Post Hardship Differential.
  - (3) Post Hardship Differential and Danger Pay Allowances are limited to a maximum of seventy-two working days per individual, per deployment, unless the Contracting Officer or Contracting Officer's Representative authorizes an extension of these benefits on a case-by-case basis due to critical mission needs.
  - (4) Field Deployment Team members will not be eligible for additional incentive payments, such as an Incentivized Performance Award (IPA), Significant Event Award (SEA), or Supplemental Performance Award (SPA), for their participation or activities in a Covered Assignment for which special payments or incentives under this policy were paid.
  - (5) An exception to Section 3.2.4, *Other Pay Provisions*, of Appendix A- Personnel Costs and Related Expenses is hereby granted to permit the payment of overtime to exempt employees. The payment will be made at the Field Deployment Team member's straight-time rate for all working hours over forty in a workweek in a Covered Assignment up to a maximum of seventy-two days. The Contracting Officer or Contracting Officer's Representative may authorize an extension of overtime benefits in extenuating circumstances.

- (6) The overtime payment will be authorized and paid following the Field Deployment Team member's return to ORNL.
- (7) ORNL standard policy, such as Travel Pay and Work on a Holiday, shall govern the payment of all other benefits and compensation.

#### **H-46 Other Patent Related Matters**

(a) Contractor's Commitment

For the Contractor's privately-funded technology transfer (PFTT) effort during the 5-year term of this Contract beginning on April 1, 2010, the Contractor shall commit to at least \$1,750,000 of private monies for expenses including those related to patenting, marketing, licensing, and development of Subject Inventions during the 5-year period and prior to the contract expiration date of March 31, 2015. Inventions elected into PFTT program after April 1, 2005 and prior to March 31, 2010, including those inventions listed in Modification No. M158 (April 13, 2007), shall be governed by the terms of the Contractor's Prime Contract Number DE-AC05-00OR22725 in effect at that time.

(b) Transfer of Patent Rights to a Successor Contractor

As consideration for the Contractor's commitment defined in paragraph (a) of this clause, the Parties agree that at the termination or expiration of this Contract, the following terms and conditions shall apply to Subject Inventions which were elected to be pursued under the Contractor's PFTT program after March 31, 2010, and to the licenses and royalties generated therefrom:

- (1) In the event the Contractor has executed a license, assignment or other commercialization agreement to a Subject Invention prior to termination or expiration of this Contract in which royalties, fees, equity or other consideration is to be or has been paid (hereinafter "agreement"), the distribution of income from royalties, equity, or any other consideration received or to be received under such agreement shall remain as prior to Contract termination or expiration and shall continue for the duration of such agreement. Distribution of income to the Successor Contractor for use at the Facility pursuant to its contract (or to such other entity designated by the Government) shall be as set forth in paragraph (e) below. Administration of agreements and title to such Subject Invention shall remain with the Contractor provided the Contractor has fulfilled the commitments set forth in paragraph (a) above. If the Contractor has not fulfilled the commitments set forth in paragraph (a) above, upon request, administration of agreements and title to such Subject Invention shall be transferred to the Successor Contractor, or such other entity designated by the Government.

- (2) In the event Contractor has not executed an agreement (as defined in paragraph (1) above) to a Subject Invention, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or to such other entity designated by the Government, unless Contractor can demonstrate that it has expended at least twenty thousand dollars (\$20,000) of private monies in its PFTT program toward the patenting, licensing, marketing and/or development of such Subject Invention, and the Contractor has fulfilled the commitments set forth in paragraph (a) above. In the event Contractor retains title to a Subject Invention under this paragraph, the distribution of royalties, fees, equity, or other consideration from such agreement shall be as set forth in paragraph (e) below.
- (3) In the event Contractor retains title to Subject Inventions under paragraphs (1) or (2) above, and executes an agreement (as defined in paragraph (1) above) to such Subject Inventions after the termination or expiration of this Contract, the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (e) below.
- (4) The Contractor and the Government shall enter negotiations prior to such termination or expiration with respect to retention of the title to Subject Inventions. Such negotiations shall consider the equities of the Parties with respect to each Subject Invention and shall take into consideration the presence of private investment, DOE's need for continued operation of the Facility, potential commercial use, assumption of patent related liabilities, effective technology transfer, and the need to market the technology. Such negotiations shall not change the disposition of title provided for in paragraphs (1) and (2) above unless mutually agreed by the Contractor and the Government.
- (5) For any Subject Invention to which the Contractor maintains title or administration of an agreement under paragraphs (b)(1)-(2) above, the Contractor agrees that, to the extent it is able to do so in view of prior licenses or assignments, it will negotiate in good faith to enable the Successor Contractor to practice such subject invention in the performance of CRADAs, Work For Others agreements, licenses or other appropriate agreements, in order to fulfill the missions and programs of the Facility. It is the intent of the Contractor to enable the Successor Contractor to continue operation of the Facility, including the Facility's technology transfer program. In any event, the Successor Contractor retains the nonexclusive royalty-free right to practice the Subject Invention on behalf of the U.S. Government.

(6) The provisions of paragraph (b)(1), (2), (3), and (5) above survive expiration or termination of the Contract.

(c) Costs

(1) Except as otherwise specified in the clause of this Contract entitled, *Technology Transfer Mission*, as allowable costs for conducting activities pursuant to provisions of that clause, no costs are allowable as direct or indirect costs for the preparation, filing, or prosecution of patent applications or the payment of maintenance fees, licensing, marketing and development costs after the Contractor elects to pursue commercialization of a Subject Invention under its PFTT program pursuant to paragraph (g) below.

(2) If an extension of time for election of a Subject Invention for PFTT is approved in accordance with paragraph (g) below, Contractor shall reimburse all allowable costs incurred with respect to such Subject Invention during the time period of the extension. The Contractor shall also reimburse all patent costs that are incurred under the Contract for all Subject Inventions elected to be treated under PFTT regardless, of when such costs are incurred.

(3) In the case of Contractor's PFTT program, the Contractor shall certify annually that all costs incurred, including, but not limited to, those for licensing, marketing, and development after the Contractor elects to treat a subject invention as PFTT have been and will be paid solely from the Contractor's PFTT program.

(4) Within 90 days after the end of each Fiscal Year or at contract termination or expiration, the Contractor shall submit a report covering the previous Fiscal Year which:

- (i) lists the invention disclosures elected and/or patent applications filed under its PFTT program;
- (ii) certifies the total amount of private monies it expended during the Fiscal Year, including those expenses related to patenting, marketing, licensing and development of Subject Inventions as required by Section H entitled, *Other Patent Related Matters*, subsection (a); and
- (iii) certifies the amount of gross income received from its PFTT program during the Fiscal Year.

(d) Liability of the Government



- (1) All costs, including litigation costs, associated with and attributed to Contractor's privately funded technology transfer program are unallowable regardless of the stage of technology development or background intellectual property existing at the time the Subject Invention is chosen for management under the PFTT program, and notwithstanding the inclusion of publicly funded intellectual property in the Contractor's PFTT program activities.
- (2) The Contractor shall not include in any license agreement or assignment any guarantee or requirement that would obligate the Government to pay any costs or create any liability on behalf of the Government.
- (3) The Contractor shall include in all licensing agreements and in any assignment of title the following clauses unless otherwise approved or directed by the Contracting Officer following consultation with DOE Patent Counsel:
  - (i) "This agreement is entered into by UT-Battelle, LLC (UT-Battelle) in its private capacity. It is understood and agreed that the U.S. Government is not a party to this agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this agreement or the subject matter licensed or assigned."
  - (ii) "Nothing in this Agreement shall be deemed to be a representation or warranty by UT-Battelle or the U.S. Government of the validity of any of the patents or the accuracy, safety, or usefulness for any purpose, of any TECHNICAL INFORMATION, techniques, or practices at any time made available by UT-Battelle. Neither the U.S. Government nor UT-Battelle nor any member company of UT-Battelle shall have any liability whatsoever to LICENSEE or any other person for or on account of any injury, loss, or damage of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon LICENSEE or any other person, arising out of or in connection with or resulting from:
    - (A) The production, use, or sale of any apparatus or product, or the practice of the INVENTIONS;
    - (B) The use of any TECHNICAL INFORMATION, techniques, or practices disclosed by UT-Battelle; or
    - (C) Any advertising or other promotional activities with respect to any of the foregoing, and LICENSEE shall hold the U.S. Government, UT-Battelle, and any member company of

UT-Battelle harmless in the event the U.S. Government, UT-Battelle, or any member company of UT-Battelle is held liable.

UT-Battelle represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert."

(e) Distribution of Adjusted Gross Income

For purposes of this clause "Adjusted Gross Income" equals all revenue received by Contractor minus the inventor's share less any payments (royalties, fees, etc.) to third parties by virtue of license agreements or inter-institutional agreements with third parties (e.g., joint university or other collaboration with for-profit company) which obligates Contractor to share royalties with those third parties.

In the event the Contractor engages in a PFTT program under this clause such that private funds are utilized for technology transfer after the Contractor elects to pursue privately-funded commercialization of a Subject Invention elected after March 31, 2010 or after the Contractor has received permission from the Contracting Officer to assert statutory copyright in a software program after March 31, 2010 and received DOE approval to commercialize such software under its PFTT program under paragraph (i) below, Adjusted Gross Income from such PFTT program shall be distributed as follows:

(1) Basic Distribution

For annual Adjusted Gross Income less than one million dollars (\$1 million), thirty percent (30%) of Adjusted Gross Income shall be returned and used at the Facility for scientific research, development and education consistent with the research and development objectives of the Facility. The remainder of such Adjusted Gross Income may be used as the Contractor deems appropriate consistent with 35 USC 200 *et seq.* The amount of Adjusted Gross Income to be returned and used at the Facility shall be calculated on an annual basis consistent with the Contractor's accepted accounting practices.

(2) Adjustment of Distribution

In the event the annual Adjusted Gross Income under the Contractor's privately funded technology program is in excess of one million dollars (\$1 million) during any one year, the percentage of Adjusted Gross Income to be returned and used at the Facility for that year shall be as follows:

In excess of \$1 million, up to \$3 million	30% of Adjusted Gross Income up to \$1 million; plus 25% of Adjusted
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	Gross Income in excess of \$1 million, up to \$3 million
In excess of \$3 million, up to \$5 million	30% of Adjusted Gross Income up to \$1 million; plus 25% of Adjusted Gross Income in excess of \$1 million, up to \$3 million; plus 20% of Adjusted Gross Income in excess of \$3 million, up to \$5 million
In excess of \$5 million	30% of Adjusted Gross Income up to \$1 million; plus 25% of Adjusted Gross Income in excess of \$1 million, up to \$3 million; plus 20% of Adjusted Gross Income in excess of \$3 million, up to \$5 million; plus 15% of Adjusted Gross Income in excess of \$5 million

- (3) The foregoing distribution shall also apply to equity interests received from third parties pursuant to paragraph (f).
- (4) If this distribution of income structure is determined by the Parties to be detrimental to attracting investors and growing the laboratory's technology commercialization program, the Parties agree to negotiate a new structure more favorable to the investment community at the time such determination is made.

(f) Equity Plan

It is the intent of the Government and the Contractor that the Contractor shall, in its discretion, take reasonable and prudent actions from both a commercial and stewardship of the Facility's technology transfer perspective related to the ownership of equity received from third parties under this Contract. Contractor shall submit to the Contracting Officer a plan, which shall set forth principles for the Contractor's acquisition, retention, and disposition of equity received from third parties as consideration for licenses or assignments granted to such third parties. Such plan shall consider, at a minimum:

- (1) The manner in which the Contractor shall acquire such equity in a third party, including the manner in which Contractor shall apportion capital contributions to such third party between the relative value of private Contractor contributions and the value of contributions representing a license under a Subject Invention;
- (2) The manner in which the Contractor shall hold such equity, given that the Government has an undivided interest in that portion of such equity

representing the value of contributions resulting from a license to such Subject Invention;

- (3) The manner in which the Contractor shall dispose of such equity, giving due consideration to the potential for a conflict of interest between the interests of the Government and the Contractor; and
  - (4) The manner in which Contractor's inventors are compensated.
- (g) The Contractor shall indicate whether a Subject Invention will be pursued under its government-funded technology transfer program or its PFTT program within nine (9) months after the Subject Invention is reported to the DOE, unless an extension is otherwise agreed in writing by the DOE Patent Counsel.
  - (h) In its PFTT program, the Contractor shall be substantially guided by the principles of U.S. Competitiveness and Fairness of Opportunity as set forth herein.
  - (i) When requesting approval from DOE to assert statutory copyright in a particular software package pursuant to the clause entitled, *Rights in Data—Technology Transfer*, Contractor may request that commercialization of such software proceed under the provisions of Section H entitled, *Other Patent Related Matters*. If approved, no costs of such commercialization thereafter shall be allowable, and the proceeds of such commercialization shall be treated in accordance with paragraph (a) above as if such proceeds had resulted from the commercialization of a Subject Invention. Upon termination or expiration of the Contract, such software will be treated as if such software were a Subject Invention elected under Contractor's PFTT program. Disposition of title to such software will be governed by the provisions of paragraphs (b)(1)-(b)(5) above, except that the \$20,000 expenditure requirement for Subject Inventions set forth in paragraph (b)(2) is not applicable to such software.
  - (j) Contractor's PFTT program shall be conducted so as to avoid interference with or adverse effects on Contractor's performance of other activities authorized by the Contract, including its government-funded technology transfer program.
  - (k) The Contractor shall have procedures implementing its PFTT program. Such implementing procedures shall be provided to the Contracting Officer for review and approval within ninety (90) days after execution of the contract modification authorizing PFTT. The Contractor shall provide any proposed changes to such procedures to the Contracting Officer for review and approval prior to implementation. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures.

- (1) To the extent DOE unilaterally determines:
  - (1) The Laboratory's mission or function is being negatively impacted; or
  - (2) It provides the most effective technology transfer program,

DOE retains the right to require all or certain portions of Contractor's PFTT program to be administered by a non-laboratory employee(s). Non-laboratory employees shall not utilize any Laboratory facilities without the prior written approval of the Contracting Officer.

#### **H-47 Intellectual Property – BioEnergy Science Center**

Notwithstanding the provisions set forth in Section I Clauses entitled, *970.5227-3 Technology Transfer Mission*, and *970.5227-2 Rights in Data-Technology Transfer*, the following applies to subject inventions in the Core Technologies of the ORNL BioEnergy Science Center and for all technical data produced or acquired by the BESC:

- (a) Definitions:
  - (1) "BESC Team Member" means any industrial, university, or other entity, and their successors, receiving BESC funding as part of the ORNL BioEnergy Science Center.
  - (2) "Core Technologies" means:
    - (i) Formation of biomass with reduced recalcitrance;
    - (ii) New tools for biomass characterization; and
    - (iii) Microbial/enzymatic hydrolysis of lignocellulose.
  - (3) "Intellectual Property Management Plan" means the plan approved by DOE and executed by all BESC Team Members within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725. The Intellectual Property Management Plan, to be attached as Appendix I to this Contract and made a part hereof, ensures and facilitates compliance with federal Intellectual Property law and policy, the public interest regarding dissemination of scientific reports and results, and the rapid transfer of technology for the development of cellulosic ethanol and other biofuels.

(b) Licensing and Disposition of Benefits.

- (1) The Center will not enter into or be subject to any future licensing arrangements that provide a preferential license to any third party without prior approval by DOE.
- (2) In accordance with the Intellectual Property Management Plan, the following disposition of revenue applies when cumulative royalties or other income earned by the Contractor (excluding equity until liquidated) exceed \$200,000 from all license agreements for any subject invention or group of related subject inventions in the Core Technologies.

After incidental expenses (such as patenting and licensing costs, but not payments to inventors) are deducted from any royalties or other income earned by the Contractor with respect to subject inventions in the Core Technologies, sixty percent (60%) of the balance of any such royalties or other income or equity (above the \$200,000 threshold) will be utilized as determined by the Center for the support of scientific research or education to further the efforts of the Center and forty percent (40%) of the balance of such royalties, other income or equity will be distributed to the intellectual property owner(s), from which payments to inventors will be made.

- (3) All revenue, regardless of amount, resulting from liquidation of equity in private for-profit companies created to commercialize a Core Technology invention retained by the Contractor shall be subject to the 60/40 split as provided for in (2) above.
- (4) The disposition of royalties or other income, including equity, set forth in (2) and (3), above, remains in effect so long as the BESC is in existence. If the BESC no longer exists *prior* to the end of the initial five-year period due to lack of DOE funding, or *after* the initial five-year period due to funding or other issues as determined by DOE, then the royalty and equity disposition of (2) and (3), above, is no longer applicable.
- (5) The requirements set forth in this clause will be included in the IP Management Plan executed by all the BESC Team Members.
- (6) Subject inventions in the Core Technologies made with Center funding are not entitled to election or commercialization under Contractor's privately funded technology transfer program.

(c) Ownership of Technical Data.

- (1) Except for data qualifying as restricted computer software or limited rights data, the Contractor will include the following requirements in all subcontracts with BESC Team Members performing work as part of the Center:
    - (i) The Government shall have unlimited rights in all technical data first produced or acquired by the subcontractor. Contractor shall use the clause at 48 CFR 970.5227-1, *Rights in Data-Facilities* (BESC Deviation), in all subcontracts with BESC Team Members; and
    - (ii) All technical data first produced or acquired in the performance of work in the Center will be shared with BESC Team Members, other DOE BioEnergy Science Centers, and with any DOE advisory committee assisting DOE in the evaluation of the activities of the Center.
  - (2) Any deviations or modifications to such requirements will require written notice to and authorization of the DOE Contracting Officer.
  - (3) Within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725, the Contractor will agree to establish a list of data first produced by the Center in the performance of this contract, which will be released to the public.
  - (4) The Contractor will include the technical data publication requirement in paragraph (3) above in all subcontracts or other agreements with BESC Team Members performing work as part of the Center. Any deviation or modification of this requirement will require written notice to and authorization of the DOE Contracting Officer.
- (d) Special Patent Rights Provisions for Certain Subcontractors Subject to 35 U.S.C. § 200, *et seq.*:

For subcontracts in which the Contractor is a domestic small business or nonprofit organization as defined at (FAR) 48 CFR 27.301, Contractor shall replace paragraph (b) of 952.227-11 with alternate paragraph (b) as prescribed in 37 CFR 401.14(c) and with paragraph (2) modified by inserting at the beginning thereof, "Provided DOE has issued an exceptional circumstance in accordance with 37 CFR 401.3, . . ."

#### **H-48 DOE ITER Project (Apr 2008)**

- (a) With respect to the DOE ITER Project, the Contractor will:

- (1) Pursuant to direction from DOE in its role as the Domestic Agency head for the United States and in accordance with provisions of the Joint Implementation Agreement signed on November 21, 2006, as may be amended (hereinafter, "ITER Agreement") and related documents, manage the U.S. contributions to the international ITER Project by establishing and managing the U.S. ITER Project Office at the Oak Ridge National Laboratory.
  - (2) Receive funding from DOE for U.S. ITER Project costs and manage these funds to meet U.S. obligations to the international ITER Project in accordance with the U.S. ITER Project Execution Plan and related/supporting documents.
  - (3) Perform work required by the *U.S. ITER Project Execution Plan* and approved project baseline.
  - (4) Execute necessary documents on behalf of the Domestic Agency that are consistent with the approved project baseline and needed for the day-to-day management of the project.
- (b) Reserved
- (c) Intellectual Property - In order to implement the international ITER Agreement Annex on Information and Intellectual Property, Contractor agrees that:
- (1) It is subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement) with regard to work on the ITER project. Specifically, and without limitation, subject inventions and data produced in the performance of this contract and subcontracts related to the ITER Project are subject to the license rights and other obligations provided for in the ITER Agreement's Annex on Information and Intellectual Property (the Annex) attached as Appendix H of this contract.
  - (2) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use its best efforts to identify Background Intellectual Property (including patents and data) and grant a nonexclusive license in certain Background Intellectual Property to the Parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE.



- (3) In accordance with the Annex, intellectual property generated by Contractor employees who are designated as seconded staff to the ITER Organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondment agreement with the ITER Organization.
  - (4) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver to DOE, at a minimum, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers, which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliance with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement.
  - (5) It will include the ITER patent and data rights clauses transmitted to the Contractor from the U.S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected to be produced or in subcontracts that contain a requirement for production or delivery of data.
- (d) Foreign assignments, in support of the ITER Project, are governed by the U.S. ITER Long-Term Foreign Assignment Relocation Policy. The Policy was approved by DOE to provide an equitable and uniform approach to the long-term (greater than one year) foreign assignment of personnel in support of the ITER Project.
  - (e) DOE has developed a set of human resource tools (R&R Toolbox) to facilitate the recruitment and retention of critical skills for major projects. The ITER project has been approved to utilize this toolbox for the recruitment and retention of personnel. (See Appendix A)

**H-49 Definition of Unusually Hazardous or Nuclear Risk for FAR Clause 52.250-1  
Indemnification under Public Law 85-804**

- a. The term “a risk defined in this contract as unusually hazardous or nuclear” as used in FAR Clause 52.250-1 means the risk of legal liability to third parties (including legal costs as defined in paragraph jj. of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2014jj., notwithstanding the fact that the claim or suit may not arise under section 170 of said Act) arising from actions or inactions in the course of the following performed by the Contractor under this contract:

- (1) Participation in the following nonproliferation endeavors —

The high priority national security work provided by the Contractor involving highly specialized technical services on behalf of the Department of Energy in support of a joint U.S.-Russian plutonium disposition program. This work by the Contractor which may take place inside or outside the United States, involves the development of safe facilities and processes for the formulation, fabrication, packaging and transportation, management, storage, use, and disposal of plutonium oxide and mixed plutonium oxide nuclear reactor fuel (hereinafter “MOX fuel” refers to both forms of fuel) and spent MOX fuel, in a nonproliferation effort on behalf of the United States.

- (2) Activities on behalf of the Department of Energy involving weapons usable materials in a nonproliferation effort on behalf of the United States, outside the United States, as described in (i) through (iv):

(i) The Department of Energy’s transparency monitoring activities in Russia under the U.S.-Russian Agreement Concerning the Disposition of Highly Enriched Uranium Extracted from Nuclear Weapons dated January 18, 1993; and any extension or modification thereof;

(ii) Inspection, packaging, transportation, and storage of weapons usable nuclear materials located in the Former Soviet Union, including Russia, provided that the work has been directed by the Secretary of Energy, the Deputy Secretary of Energy, or an Under Secretary;

(iii) Participation in the Department of Energy’s nuclear materials protection and accountability programs in Russia, Ukraine, Kazakhstan, and Belarus, including developing such systems and consulting and training individuals, or international inspectors on such systems under the:

Agreement between the Department of Energy of the United States of America and the Federal Nuclear and Radiation Safety

Authority of the Russian Federation to Cooperate on National Protection, Control, and Accounting of Nuclear Materials dated 2 October 1999;

Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Kazakhstan concerning Control, Accounting, and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation dated 13 December 1993;

Agreement between the Department of Defense of the United States of America and the Ukrainian State Committee on Nuclear and Radiation Safety concerning Development of State Systems of Control, Accounting, and Physical Protection of Nuclear Materials to Promote the Prevention of Nuclear Weapons Proliferation from Ukraine dated 18 December 1993;

Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Belarus concerning Control, Accounting, and Physical Protection of Nuclear Materials to Promote the Prevention of Nuclear Weapons Proliferation dated 23 June 1995;

Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Control, Accounting, and Physical Protection of Nuclear Materials dated 30 January 1996;  
and

Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Protection, Control, Accounting of Nuclear Materials dated 30 June 1995;

(iv) Agreement between the United States of America and the Government of the Russian Federation on the Exchange of Technical Information in the Field of Nuclear Warhead Safety and Security dated 16 December 1994. This Agreement referred to as WSSX is the Agreement under which DOE/NN-42's Russian Lab-to-Lab Warhead Dismantlement Transparency Program is proceeding; and

(3) Other United States-sponsored activities outside the United States, as requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or an Under Secretary and

provided that the request or approval specifically makes the indemnity provided by this clause applicable thereto, involving:

- (i) Transparency monitoring activities;
  - (ii) Inspection, packaging, transportation, and storage of weapons-usable nuclear materials;
  - (iii) Nuclear materials protection, control and accountability programs known as the Material Protection Control and Accounting Systems;
  - (iv) Other nonproliferation work relating to weapons-usable nuclear materials and materials of mass destruction; and
  - (v) Design, construction, and operation of facilities to manufacture, use, or dispose of MOX fuel or plutonium in the Russian Federation, other than the work identified in (1) above.
- (4) Assistance to the Department of Energy's Russian Research Reactor Fuel Return (RRRFR) Program to repatriate Russian-origin highly enriched uranium (HEU) nuclear materials from research reactors outside of the United States. Assistance includes project planning, project management, technical support, and contracting for –
- (i) the preparation, loading, and transportation of HEU nuclear materials and spent nuclear fuel from Belarus, Bulgaria, the Czech Republic, the Democratic People's Republic of Korea, Germany, Hungary, Kazakhstan, Latvia, Libya, Poland, Romania, Serbia, Ukraine, Uzbekistan, and Vietnam to the Russian Federation, and
  - (ii) the processing, conditioning, and storage of HEU nuclear materials, spent nuclear fuel, and associated waste streams within the Russian Federation.
- (5) As requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary, or an Under Secretary, non-proliferation, emergency response, antiterrorism and similar critical national security activities involving the use, detection, identification, assessment, control, containment, dismantlement, characterization, packaging, transportation, movement, storage, or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices; provided that the activity relates to materials that are weapon usable or otherwise have the potential for mass destruction and further

provided that the request or approval specifically makes the indemnity provided by the clause applicable to that particular activity.

- (6) Participation in tasks or activities by UT-Battelle or its subcontractors on or after March 11, 2011 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration as an element of activities taken in response to the Japanese earthquake and tsunami, including efforts to address and assess damage to nuclear power plants and potential radioactive releases from these plants now and in the future.
- b. The unusually hazardous or nuclear risks described above are indemnified only to the extent that they are not covered by the Price-Anderson Act (section 170d. of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210d.) or where the indemnification provided by the Price-Anderson Act is limited by the restriction on public liability imposed by section 170e. of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210e.) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the contractor is exposed.”

#### **H-50 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act (ARRA) of 2009 (Apr 2009)**

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The

Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the Contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, “Covered Funds” means funds expended or obligated from appropriations under the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

“Non-Federal Employer” means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

(a) Flow Down Provision

This clause must be included in every first-tier subcontract.

(b) Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

Note: For contractors currently using drawdown on a letter of credit, the current procedure remains in effect and is used for Recovery Act activity in lieu of invoicing.

(c) Prohibition on Use of Funds

None of the funds provided under this agreement derived from the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5 may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(d) Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in *Reorganization Plan Numbered 14 of 1950* (64 Stat. 1267, 5 U.S.C. App.) and Section 3145 of *Title 40 United States Code*. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

(e) Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

(f) Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements.

(g) Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

**H-51 Modification Definitization of Recovery Act Work (Apr 2009)**

- (a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal (if necessary) in accordance with the instructions contained in the Contracting Officer’s request for proposal.
- (b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date</u>
Contractor submits technical, cost, and fee Proposal	30 days after effective date of this modification or as otherwise directed
Commence negotiations	150 days after effective date of this modification
Mutual agreement on definitization of Recovery Act work	175 days after effective date of this modification
Contractor submits certificate of current cost or pricing data	175 days after effective date of this modification
Execute definitization contract modification	180 days after effective date of this modification

- (c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable cost and/or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR and DEAR 970.1504-1-1, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the “Obligation of Funds” clause in this contract.



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**PART II—CONTRACT CLAUSES**

**TABLE OF CONTENTS**

**SECTION I**

I.1	<b>52.202-1 DEFINITIONS. (JUL 2004)</b> .....	<b>1</b>
I.2	<b>52.203-3 GRATUITIES. (APR 1984)</b> .....	<b>1</b>
I.3	<b>52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)</b> .....	<b>2</b>
I.4	<b>52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)</b> .....	<b>3</b>
I.5	<b>52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)</b> .....	<b>3</b>
I.6	<b>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)</b> .....	<b>5</b>
I.7	<b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)</b> .....	<b>6</b>
I.8	<b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)</b> .....	<b>7</b>
I.9	<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)</b> .....	<b>12</b>
I.10	<b>52.203-14 – DISPLAY OF HOTLINE POSTER(S) (DEC 2007)</b> .....	<b>16</b>
I.11	<b>52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)</b> .....	<b>18</b>
I.12	<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)</b> .....	<b>18</b>
I.13	<b>52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)</b> .....	<b>19</b>
I.14	<b>52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)</b> .....	<b>22</b>
I.15	<b>52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (MAR 2009)</b> .....	<b>23</b>
I.16	<b>52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)</b> .....	<b>27</b>
I.17	<b>52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)</b> .....	<b>28</b>
I.18	<b>52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)</b> .....	<b>29</b>
I.19	<b>52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)</b> .....	<b>30</b>
I.20	<b>52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)</b> .....	<b>30</b>
I.21	<b>52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)</b> .....	<b>31</b>
I.22	<b>52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)</b> .....	<b>31</b>

1.23	<b>52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009).....</b>	<b>32</b>
1.24	<b>52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) .....</b>	<b>34</b>
1.25	<b>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004) .....</b>	<b>35</b>
1.26	<b>52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) .....</b>	<b>37</b>
1.27	<b>52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999).....</b>	<b>48</b>
1.28	<b>52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (APR 2008) .....</b>	<b>49</b>
1.29	<b>52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009) .....</b>	<b>50</b>
1.30	<b>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997).....</b>	<b>52</b>
1.31	<b>52.222-3 CONVICT LABOR. (JUN 2003) .....</b>	<b>52</b>
1.32	<b>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005) .....</b>	<b>53</b>
1.33	<b>52.222-6 DAVIS-BACON ACT. (JUL 2005).....</b>	<b>54</b>
1.34	<b>52.222-7 WITHHOLDING OF FUNDS. (FEB 1988) .....</b>	<b>57</b>
1.35	<b>52.222-8 PAYROLLS AND BASIC RECORDS. (FEB 1988).....</b>	<b>58</b>
1.36	<b>52.222-9 APPRENTICES AND TRAINEES. (JUL 2005) .....</b>	<b>59</b>
1.37	<b>52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988) .....</b>	<b>61</b>
1.38	<b>52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005).....</b>	<b>62</b>
1.39	<b>52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988) .....</b>	<b>63</b>
1.40	<b>52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988).....</b>	<b>64</b>
1.41	<b>52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988).....</b>	<b>64</b>
1.42	<b>52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988) .....</b>	<b>64</b>
1.43	<b>52.222-16 APPROVAL OF WAGE RATES. (FEB 1988).....</b>	<b>64</b>
1.44	<b>52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (DEC 1996).....</b>	<b>65</b>
1.45	<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999) .....</b>	<b>65</b>
1.46	<b>52.222-26 EQUAL OPPORTUNITY. (MAR 2007) .....</b>	<b>65</b>
1.47	<b>52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION. (FEB 1999).....</b>	<b>68</b>
1.48	<b>52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003) .....</b>	<b>74</b>
1.49	<b>52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006) .....</b>	<b>74</b>
1.50	<b>52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998).....</b>	<b>79</b>
1.51	<b>52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006) .....</b>	<b>81</b>
1.52	<b>52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009).....</b>	<b>82</b>
1.53	<b>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009).....</b>	<b>84</b>
1.54	<b>52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER</b>	

	<b>SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007) .....</b>	<b>88</b>
1.55	<b>52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995) .....</b>	<b>89</b>
1.56	<b>52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003) -- ALTERNATE I (AUG 2003) (MODIFIED BY ACQUISITION LETTER 2008-05) .....</b>	<b>91</b>
1.57	<b>52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000) MODIFIED BY DOE ACQUISITION LETTER 2008-05.....</b>	<b>92</b>
1.58	<b>52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001) .....</b>	<b>92</b>
1.59	<b>52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995) .....</b>	<b>93</b>
1.60	<b>52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003).....</b>	<b>93</b>
1.61	<b>52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) .....</b>	<b>95</b>
1.62	<b>52.223-16 IEEE STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) .....</b>	<b>96</b>
1.63	<b>52.223-17 AFFIRMATIVE PROCUREMENT of EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008) .....</b>	<b>96</b>
1.64	<b>52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984).....</b>	<b>97</b>
1.65	<b>52.224-2 PRIVACY ACT. (APR 1984) .....</b>	<b>97</b>
1.66	<b>52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009) .....</b>	<b>98</b>
1.67	<b>52.225-8 DUTY-FREE ENTRY. (FEB 2000).....</b>	<b>100</b>
1.68	<b>52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (FEB 2009).....</b>	<b>102</b>
1.69	<b>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).....</b>	<b>106</b>
1.70	<b>52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS-BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAR 2009).....</b>	<b>107</b>
1.71	<b>52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000).....</b>	<b>111</b>
1.72	<b>52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER. (DEC 2007).....</b>	<b>112</b>
1.73	<b>52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS. (MAR 1990) .....</b>	<b>113</b>
1.74	<b>52.230-2 COST ACCOUNTING STANDARDS. (OCT 2008).....</b>	<b>114</b>
1.75	<b>52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008) .....</b>	<b>116</b>
1.76	<b>52.232-17 INTEREST. (OCT 2008).....</b>	<b>125</b>
1.77	<b>52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS. (JAN 1986).....</b>	<b>127</b>
1.78	<b>52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991).....</b>	<b>127</b>
1.79	<b>52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985) .....</b>	<b>129</b>
1.80	<b>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) .....</b>	<b>130</b>
1.81	<b>52.236-8 OTHER CONTRACTS. (APR 1984) .....</b>	<b>130</b>
1.82	<b>52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND</b>	

	<b>VEGETATION (APR 1984)</b> .....	<b>130</b>
I.83	<b>52.237-3 CONTINUITY OF SERVICES. (JAN 1991)</b> .....	<b>130</b>
I.84	<b>RESERVED</b> .....	<b>131</b>
I.85	<b>52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)</b> .....	<b>131</b>
I.86	<b>RESERVED</b> .....	<b>132</b>
I.87	<b>52.242-13 BANKRUPTCY. (JUL 1995)</b> .....	<b>132</b>
I.88	<b>52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)</b> .....	<b>132</b>
I.89	<b>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009)</b> .....	<b>132</b>
I.90	<b>52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)</b> .....	<b>134</b>
I.91	<b>52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)</b> .....	<b>134</b>
I.92	<b>52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)</b> .....	<b>135</b>
I.93	<b>52.247-67 SUBMISSION OF DOCUMENTS FOR AUDIT. (FEB 2006)</b> .....	<b>138</b>
I.94	<b>52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004); MODIFIED BY DEAR 970.4905-1</b> .....	<b>139</b>
I.95	<b>52.249-14 EXCUSABLE DELAYS. (APR 1984)</b> .....	<b>143</b>
I.96	<b>52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984)</b> .....	<b>144</b>
I.97	<b>52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984) (DEVIATION)</b> .....	<b>146</b>
I.98	<b>52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES. (JAN 1991)</b> .....	<b>146</b>
I.99	<b>52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)</b> .....	<b>147</b>
I.100	<b>52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)</b> .....	<b>147</b>
I.101	<b>952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)</b> .....	<b>147</b>
I.102	<b>952.204-2 SECURITY (AUG 2009)</b> .....	<b>148</b>
I.103	<b>952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)</b> .....	<b>152</b>
I.104	<b>952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS. (APR 1994)</b> .....	<b>153</b>
I.105	<b>952.204-75 PUBLIC AFFAIRS. (DEC 2000)</b> .....	<b>154</b>
I.106	<b>952.204-77 COMPUTER SECURITY (AUG 2006)</b> .....	<b>155</b>
I.107	<b>952.208-7 TAGGING OF LEASED VEHICLES. (APR 1984)</b> .....	<b>156</b>
I.108	<b>952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009) ALTERNATE I (AUG 2009)</b> .....	<b>156</b>
I.109	<b>952.211-71 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008) ...</b>	<b>159</b>
I.110	<b>952.215-70 KEY PERSONNEL. (DEC 2000)</b> .....	<b>159</b>
I.111	<b>952.217-70 ACQUISITION OF REAL PROPERTY. (APR 1984)</b> .....	<b>159</b>
I.112	<b>952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS. (APR 1984)</b> .....	<b>160</b>
I.113	<b>952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUN 1997) (DEVIATION)</b> .....	<b>160</b>
I.114	<b>952.235-71 RESEARCH MISCONDUCT (JUL 2005)</b> .....	<b>161</b>
I.115	<b>952.242-70 TECHNICAL DIRECTION. (DEC 2000)</b> .....	<b>164</b>
I.116	<b>952.247-70 FOREIGN TRAVEL. (AUG 2009)</b> .....	<b>166</b>
I.117	<b>952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT. (JUN 1996)</b> .....	<b>166</b>

I.118	<b>952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005).....</b>	<b>172</b>
I.119	<b>952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009).....</b>	<b>177</b>
I.120	<b>970.5203-1 MANAGEMENT CONTROLS. (JUN 2007).....</b>	<b>178</b>
I.121	<b>970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION. (MAY 2006) .....</b>	<b>179</b>
I.122	<b>970.5203-3 CONTRACTOR'S ORGANIZATION. (DEC 2000) (DEVIATION).....</b>	<b>180</b>
I.123	<b>970.5204-1 COUNTERINTELLIGENCE. (DEC 2000) (Modified).....</b>	<b>180</b>
I.124	<b>970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES. (DEC 2000) (DEVIATION) .....</b>	<b>181</b>
I.125	<b>970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS. (JUL 2005) .....</b>	<b>182</b>
I.126	<b>970.5208-1 PRINTING. (DEC 2000) .....</b>	<b>184</b>
I.127	<b>970.5211-1 WORK AUTHORIZATION (MAY 2007).....</b>	<b>185</b>
I.128	<b>970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) - ALTERNATE II AND ALTERNATE III (DEC 2000) .....</b>	<b>186</b>
I.129	<b>970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES--FACILITY MANAGEMENT CONTRACTS (AUG 2009) – ALTERNATE II (AUG 2009) .....</b>	<b>189</b>
I.130	<b>970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005).....</b>	<b>197</b>
I.131	<b>970.5222-1 COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS. (DEC 2000).....</b>	<b>199</b>
I.132	<b>970.5222-2 OVERTIME MANAGEMENT. (DEC 2000) .....</b>	<b>199</b>
I.133	<b>970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION. (DEC 2000) .....</b>	<b>200</b>
I.134	<b>970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM. (MAR 2003) (MODIFIED BY DOE ACQUISITION LETTER 2008-05) .....</b>	<b>203</b>
I.135	<b>970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES. (DEC 2000) .....</b>	<b>204</b>
I.136	<b>970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY. (OCT 2003) MODIFIED BY DOE ACQUISITION LETTER 2008-05 .....</b>	<b>205</b>
I.137	<b>970.5226-1 DIVERSITY PLAN. (DEC 2000) .....</b>	<b>205</b>
I.138	<b>970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993. (DEC 2000) .....</b>	<b>206</b>
I.139	<b>970.5226-3 COMMUNITY COMMITMENT. (DEC 2000) .....</b>	<b>206</b>
I.140	<b>970.5227-2 RIGHTS IN DATA-TECHNOLOGY TRANSFER. (DEVIATION - JULY 2006) (DOE ACQUISITION LETTER 2006-10) .....</b>	<b>206</b>
I.141	<b>970.5227-3 TECHNOLOGY TRANSFER MISSION. (DEVIATION JULY 2006 – DOE ACQUISITION LETTER 2006-10 - ALTERNATE I.....</b>	<b>222</b>
I.142	<b>970.5227-4 AUTHORIZATION AND CONSENT. (AUG 2002).....</b>	<b>234</b>
I.143	<b>970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (AUG 2002).....</b>	<b>234</b>
I.144	<b>970.5227-6 PATENT INDEMNITY - SUBCONTRACTS. (DEC 2000) .....</b>	<b>235</b>

I.145	<b>970.5227-8 REFUND OF ROYALTIES. (AUG 2002)</b> .....	235
I.146	<b>970.5227-10 PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR. (AUG 2002) (DEVIATION)</b> .....	236
I.147	<b>970.5228-1 INSURANCE-LITIGATION AND CLAIMS. (AUG 2009) (DEVIATION)</b> .....	250
I.148	<b>970.5229-1 STATE AND LOCAL TAXES. (DEC 2000)</b> .....	253
I.149	<b>970.5231-4 PREEXISTING CONDITIONS. (DEC 2000) - ALTERNATE I (DEC 2000)</b> .....	254
I.150	<b>970.5232-1 REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)</b> .....	255
I.151	<b>970.5232-2 PAYMENTS AND ADVANCES (DEC 2000)-ALTERNATE II AND ALTERNATE III (DEC 2000) (DEVIATION)</b> .....	255
I.152	<b>970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION. (AUG 2009) (DEVIATION DOE ACQUISITION LETTER 2009-09)</b> .....	259
I.153	<b>970.5232-4 OBLIGATION OF FUNDS. (DEC 2000)</b> .....	262
I.154	<b>970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS. (DEC 2000)</b> .....	264
I.155	<b>970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION. (DEC 2000)</b> .....	264
I.156	<b>970.5232-7 FINANCIAL MANAGEMENT SYSTEM. (DEC 2000)</b> .....	264
I.157	<b>970.5232-8 INTEGRATED ACCOUNTING. (DEC 2000) (DEVIATION)</b> .....	265
I.158	<b>970.5235-1 FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT. (DEC 2000)</b> .....	265
I.159	<b>970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL. (DEC 2000)</b> .....	266
I.160	<b>970.5242-1 PENALTIES FOR UNALLOWABLE COSTS. (AUG 2009)</b> .....	266
I.161	<b>970.5243-1 CHANGES. (DEC 2000) (DEVIATION)</b> .....	267
I.162	<b>970.5244-1 CONTRACTOR PURCHASING SYSTEM. (AUG 2009) (DEVIATION) ...</b>	268
I.163	<b>970.5245-1 PROPERTY. (DEC 2000) - ALTERNATE I (DEC 2000) (DEVIATION)</b> .....	274

## SECTION I - CONTRACT CLAUSES

### I.1 52.202-1 DEFINITIONS. (JUL 2004)

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--
  - (1) The solicitation, or amended solicitation, provides a different definition;
  - (2) The contracting parties agree to a different definition;
  - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
  - (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

### I.2 52.203-3 GRATUITIES. (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -
  - (1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled -
  - (1) To pursue the same remedies as in a breach of the contract; and



- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**1.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**1.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this Clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

**1.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**

(a) *Definitions.*

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract..

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**1.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may -
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which -
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either -
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**1.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER  
ACTIVITY. (JAN 1997)**

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be -
  - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
  - (3) For cost-plus-award-fee contracts -
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may -
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**1.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS. (SEP 2007)**

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

“Agency” means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following Federal actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate

district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed

by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

- (b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.
- (1) The term *appropriated funds* does not include profit or fee from a covered Federal action.
  - (2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.
- (c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:
- (1) *Agency and legislative liaison by Contractor employees.*
    - (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—



- (A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or
  - (B) The application or adaptation of the person's products or services for an agency's use.
- (iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (2) *Professional and technical services.*
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
  - (iii) As used in this paragraph (c)(2), "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

- (iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.
- (d) *Disclosure.*
  - (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.
  - (2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.
- (e) *Penalties.*
  - (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
  - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
- (g) *Subcontracts.*
  - (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11,

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

- (2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

1.9 **52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)**

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
  - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
  - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from—
  - (i) Conducting an internal investigation; or

- (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) *Code of business ethics and conduct.*

- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
  - (i) Have a written code of business ethics and conduct; and
  - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
- (2) The Contractor shall—
  - (i) Exercise due diligence to prevent and detect criminal conduct; and
  - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
  - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
  - (B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

- (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
  - (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
  - (1) An ongoing business ethics awareness and compliance program.
    - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
    - (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
  - (2) An internal control system.
    - (i) The Contractor's internal control system shall—
      - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) At a minimum, the Contractor's internal control system shall provide for the following:
  - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
  - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
  - (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
    - (1) Monitoring and auditing to detect criminal conduct;
    - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
    - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
  - (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
  - (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
  - (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or

subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

**I.10 52.203-14 – DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

- (b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)—
- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
    - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
    - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
  - (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
  - (3) Any required posters may be obtained as follows:

Obtain Poster(s) from:

    - (i) U.S. Department of Energy Office of Inspector General
    - (ii) <http://www.ig.energy.gov/hotline.htm>
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
- (1) Is for the acquisition of a commercial item; or
  - (2) Is performed entirely outside the United States.

**The following clause is only applicable to projects funded by the Recovery Act:**



**I.11 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)**

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

**I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)**

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as -

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as -

- (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

**1.13 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**

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

*“Central Contractor Registration (CCR) database”* means the primary Government repository for Contractor information required for the conduct of business with the Government.

*“Data Universal Numbering System (DUNS) number”* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*“Data Universal Numbering System+4 (DUNS+4) number”* means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character

suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*“Registered in the CCR database”* means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
    - (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and Zip Code.
  - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the

responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the CCR database;
  - (B) Comply with the requirements of Subpart 42.12 of the FAR;
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**The following clause is only applicable to projects funded by the Recovery Act:**

**1.15 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT –  
REPORTING REQUIREMENTS (MAR 2009)**

- (a) Definitions. As used in this clause--

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and

one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
  - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
  - (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
  - (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
    - (1) The Government contract and order number, as applicable.

- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide--
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if--
  - (i) In the Contractor's preceding fiscal year, the Contractor received--
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) The applicable North American Industry Classification System (NAICS) code.
  - (vi) Funding agency.
  - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (viii) Subcontract number (the contract number assigned by the prime contractor).

- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if--
  - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
    - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

1.16 **52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)**

(a) *Definitions.*

“Bureau of Land Management,” as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

“Federal helium supplier” means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html).

“Major helium requirement” means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

- (b) *Requirements.*
- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
  - (2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-
    - (i) The name of the supplier;
    - (ii) The amount of helium purchased;
    - (iii) The delivery date(s); and
    - (iv) The location where the helium was used.
- (c) *Subcontracts.* The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

**1.17 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)**

- (a) The Government suspends or debar Contractors to protect the Government’s interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**1.18 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)**

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

“New” means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

“Reconditioned” means restored to the original normal operating condition by readjustments and material replacement.

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

“Remanufactured” means factory rebuilt to original specifications.

“Virgin material” means -

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
  - (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

**1.19 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

**1.20 52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)**

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as

of the date of agreement on the negotiated price of the subcontract or subcontract modification.

- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either -
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data - Modifications.

**1.21 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)**

- (a) The requirements of paragraphs (b) and (c) of this clause shall -
  - (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and
  - (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

**1.22 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**

- (a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.
- (b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.
- (c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

**1.23 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

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

“Subcontractor,” as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

- (b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
- (c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—
  - (1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
  - (1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and
  - (2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
- (e) Access to records.
  - (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
  - (2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-



2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

- (f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

**1.24 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)**

- (a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) *Evaluation preference.*
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
    - (ii) Otherwise successful offers from small business concerns.
  - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
  - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_ Offer elects to waive the evaluation preference.

- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
  - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**1.25 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small

business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- (c) *Definitions.* As used in this contract -

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern” -

- (1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that -

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;

- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-owned small business concern” means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern -

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**1.26 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008)**

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and

economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled

veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:
    - (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.
    - (ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
      - (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
      - (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
      - (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

- (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of—
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to —
- (i) Small business concerns,
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns, and
  - (vi) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
  - (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.



- (9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
  - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
  - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the

offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (*e.g.*, CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
  - (A) Whether small business concerns were solicited and if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
  - (F) Whether women-owned small business concerns were solicited and if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
  - (A) Trade associations;
  - (B) Business development organizations;

- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizaions.
  - (v) Records of internal guidance and encouragement provided to buyers through --
    - (A) Workshops, seminars, training, etc., and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by

accessing the Central Contractor Registration (CCR) database or by contacting SBA.

- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
  - (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.
- (k) The failure of the Contractor or subcontractor to comply in good faith with—
  - (1) The clause of this contract entitled “Utilization Of Small Business Concerns;”  
or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.
  - (1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.
    - (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
    - (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

- (iii) The authority to acknowledge receipt or reject the ISR resides—
  - (A) In the case of the prime Contractor, with the Contracting Officer; and
  - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
- (2) SSR.
  - (i) Reports submitted under individual contract plans—
    - (A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
    - (B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
    - (C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.
    - (D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.
    - (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
    - (F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.
  - (ii) Reports submitted under a commercial plan—

- (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
  - (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
  - (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
  - (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.
- (iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**1.27 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith

effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**1.28 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (APR 2008)**

- (a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners and teaming arrangement members through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the Central Contractor Registration database or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.



- (b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

1.29 **52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
  - (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
  - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.[Contractor to sign and date and insert authorized signer's name and title].

**I.30 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

**I.31 52.222-3 CONVICT LABOR. (JUN 2003)**

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons--
  - (1) On parole or probation to work at paid employment during the term of their sentence;
  - (2) Who have been pardoned or who have served their terms; or
  - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
    - (i) The worker is paid or is in an approved work training program on a voluntary basis;
    - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
    - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
    - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

- (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**I.32 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)**

- (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) *Payrolls and basic records.*
  - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or

transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

- (e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**1.33 52.222-6 DAVIS-BACON ACT. (JUL 2005)**

(a) Definition.--Site of the work—

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the primary site of the work as defined in paragraph (a)(1)(i), or the secondary site of the work as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose

locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the site of the work. Such permanent, previously established facilities are not a part of the site of the work even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

- (b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
- (c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage

and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**1.34 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.



1.35 **52.222-8 PAYROLLS AND BASIC RECORDS. (FEB 1988)**

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the -

Superintendent of Documents  
U.S. Government Printing Office  
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (b)(2) of this clause.
  - (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**1.36 52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)**

- (a) Apprentices.
  - (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

- (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
  - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**1.37 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

**I.38 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)**

- (a) *Definition.* “Construction, alteration or repair,” as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - (2) Painting and decorating;
  - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
  - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and
  - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—
- (1) Davis-Bacon Act;
  - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the clause is included in this contract);
  - (3) Apprentices and Trainees;
  - (4) Payrolls and Basic Records;

- (5) Compliance with Copeland Act Requirements;
  - (6) Withholding of Funds;
  - (7) Subcontracts (Labor Standards);
  - (8) Contract Termination – Debarment;
  - (9) Disputes Concerning Labor Standards;
  - (10) Compliance with Davis-Bacon and Related Act Regulations; and
  - (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).
- (d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor’s signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

**1.39 52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)**

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

**I.40 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

**I.41 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.42 52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)**

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**I.43 52.222-16 APPROVAL OF WAGE RATES. (FEB 1988)**

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**1.44 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (DEC 1996)**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**1.45 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**

- (a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**1.46 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**



- (a) *Definition.* “United States,” as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).
- (c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to -
- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion;
  - (iv) Transfer;
  - (v) Recruitment or recruitment advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as

provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**I.47 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION. (FEB 1999)**

- (a) *Definitions.* “Covered area,” as used in this clause, means the geographical area described in the solicitation for this contract.

“Deputy Assistant Secretary,” as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee

“Employer's identification number,” as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

“Minority,” as used in this clause, means -

- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

- (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
  - (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
  - (c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
  - (d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
  - (e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
  - (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
  - (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
  - (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

- (6) Disseminate the Contractor's equal employment policy by -
  - (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
  - (ii) Including the policy in any policy manual and in collective bargaining agreements;
  - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
  - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
  - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
  - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
  - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
  - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
  - (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided, the Contractor -
- (1) Actively participates in the group;
  - (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
  - (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
  - (4) Makes a good-faith effort to meet its individual goals and timetables; and
  - (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the

Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- (n) The Contractor shall designate a responsible official to -
  - (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
  - (2) Submit reports as may be required by the Government; and
  - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (*e.g.*, mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing



records satisfy this requirement, separate records are not required to be maintained.

- (o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**1.48 52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003)**

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

**1.49 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006)**

- (a) *Definitions.* As used in this clause –

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee -

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;

- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor's organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means -

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare

for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

- (2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who -

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred -
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed -
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;

- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
  - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
  - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall -
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

1.50 **52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.**  
**(JUN 1998)**

- (a) *General.*
  - (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as -
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
    - (iii) Rates of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
    - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
    - (viii) Activities sponsored by the Contractor, including social or recreational programs; and

- (ix) Any other term, condition, or privilege of employment.
  - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) *Postings.*
- (1) The Contractor agrees to post employment notices stating -
    - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
    - (ii) The rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**1.51 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on -
  - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled “Federal Contractor Veterans' Employment Report (VETS-100 Report)”.
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date -
  - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
  - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that -
  - (1) The information is voluntarily provided;



- (2) The information will be kept confidential;
  - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
  - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

1.52 **52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
  - (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
  - (2) Procure commercial sex acts during the period of performance of the contract; or
  - (3) Use forced labor in the performance of the contract.
- (c) *Contractor requirements.* The Contractor shall—
  - (1) Notify its employees of—
    - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
    - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
  - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
  - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
  - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip> .

**1.53 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

- (a) Definitions. As used in this clause--

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

- (1) Means any item of supply that is --
  - (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

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

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

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

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

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

- (b) Enrollment and verification requirements.
  - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
- (i) All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract,

whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--
  - (i) Enrollment in the E-Verify program; or
  - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
  - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual;

or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--
- (1) Is for--
    - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - (ii) Construction;
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States

**1.54 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)**

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—
- (1) The product cannot be acquired—
    - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
    - (ii) Meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement

requirement for the application of the USDA-designated item to one or both of the following:

- (i) Spacecraft system and launch support equipment.
  - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

**1.55 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)**

- (a) “Hazardous material,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

(If none, insert “None”)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.



- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

1.56 **52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003) -- ALTERNATE I (AUG 2003) (MODIFIED BY ACQUISITION LETTER 2008-05)**

- (a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section Implementing Instruction VIII of Executive Order 13423 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

- (b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
  - (1) The emergency planning reporting requirements of section 302 of EPCRA.
  - (2) The emergency notice requirements of section 304 of EPCRA.
  - (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
  - (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
  - (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
  - (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

- (7) The environmental management system as described in Section 3(b) of Executive Order 13423.

**1.57 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000) MODIFIED BY DOE ACQUISITION LETTER 2008-05**

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

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR Part 247).

**1.58 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)**

- (a) Definition. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) [ ], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

[ ] The Contractor shall insert the name of the substance(s).

**1.59 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**1.60 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
  - (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (i) Major group code 10 (except 1011, 1081, and 1094).
  - (ii) Major group code 12 (except 1241).
  - (iii) Major group codes 20 through 39.
  - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt -
- (1) The Contractor shall notify the Contracting Officer; and
  - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall -
    - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
    - (ii) Continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall -
- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the

provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

- (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**I.61 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

- (a) *Definition.* As used in this clause--

“Energy-efficient product”—

- (1) Means a product that—

- (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
- (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

- (2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

- (b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

- (1) Delivered;
- (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (3) Furnished by the Contractor for use by the Government; or
- (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

- (c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

- (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
  - (2) Otherwise approved in writing by the Contracting Officer.
- (d) Information about these products is available for—
- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
  - (2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

**1.62 52.223-16 IEEE STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)**

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

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

- (b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.
- (c) For information about the standard, see <http://www.epeat.net>.

**1.63 52.223-17 AFFIRMATIVE PROCUREMENT of EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (2) Meeting contract performance requirements; or
  - (3) At a reasonable price.
- (b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**1.64 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**1.65 52.224-2 PRIVACY ACT. (APR 1984)**

- (a) The Contractor agrees to -
  - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -
    - (i) The systems of records; and
    - (ii) The design, development, or operation work that the contractor is to perform;
  - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and



- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
  
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.
  
- (c)
  - (1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  
  - (2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
  
  - (3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

1.66 **52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009)**

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

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

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  
  - (ii) Sold in substantial quantities in the commercial marketplace; and

- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

“Cost of components” means--

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

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
  - (ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

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

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

**1.67 52.225-8 DUTY-FREE ENTRY. (FEB 2000)**

- (a) *Definition.* “Customs territory of the United States” means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
  - (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the -
    - (i) Foreign supplies;
    - (ii) Estimated amount of duty; and
    - (iii) Country of origin.

- (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
- (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if -
  - (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
  - (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the -
  - (1) Delivery address of the Contractor (or contracting agency, if appropriate);
  - (2) Government prime contract number;
  - (3) Identification of carrier;
  - (4) Notation "UNITED STATES GOVERNMENT, [*agency*], Duty-free entry to be claimed pursuant to Item No(s) [*from Tariff Schedules*], Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
  - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

- (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to -
  - (1) Consign the shipment as specified in paragraph (g) of this clause;
  - (2) Mark all packages with the words “UNITED STATES GOVERNMENT” and the title of the contracting agency; and
  - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the -
  - (1) Foreign supplies;
  - (2) Country of origin;
  - (3) Contract number; and
  - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if -
  - (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
  - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

**1.68 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (FEB 2009)**

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

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

- (1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

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

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;

- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows:   NONE   [*Contracting Officer to list applicable excepted materials or indicate “none”*]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.



- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

**1.69 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person

- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**The following clause is only applicable to projects funded by the Recovery Act:**

**1.70 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS-BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAR 2009)**

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

*“Construction material”* means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*“Domestic construction material”* means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

*“Foreign construction material”* means a construction material other than a domestic construction material.

“*Manufactured construction material*” means any construction material that is not unmanufactured construction material.

“*Steel*” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“*United States*” means the 50 States, the District of Columbia, and outlying areas.

“*Unmanufactured construction material*” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

- (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
- (ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

“none”

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable.

- (A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;
  - (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.
- (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Cost;
      - (E) Time of delivery or availability;
      - (F) Location of the construction project;
      - (G) Name and address of the proposed supplier; and
      - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

- (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on **unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:**

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

\*Include all delivery costs to the construction site.]

**1.71 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000)**

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

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the -

U.S. Department of the Interior

Bureau of Indian Affairs (BIA)  
Attn: Chief, Division of Contracting and  
Grants Administration  
1849 C Street, NW,  
MS-2626-MIB  
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

- (2) The Contractor may request an adjustment under the Indian Incentive Program to the following:
  - (i) The estimated cost of a cost-type contract.
  - (ii) The target cost of a cost-plus-incentive-fee prime contract.
  - (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
  - (iv) The price of a firm-fixed-price prime contract.
- (3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

**1.72 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER. (DEC 2007)**

- (a) Before filing or causing to be filed a patent application in the United States disclosing any subject matter of this contract classified "Secret" or higher, the Contractor shall, citing the 30-day provision below, transmit the proposed

application to the Contracting Officer. The Government shall determine whether, for reasons of national security, the application should be placed under an order of secrecy, sealed in accordance with the provision of 35 U.S.C. 181-188, or the issuance of a patent otherwise delayed under pertinent United States statutes or regulations. The Contractor shall observe any instructions of the Contracting Officer regarding the manner of delivery of the patent application to the United States Patent Office, but the Contractor shall not be denied the right to file the application. If the Contracting Officer shall not have given any such instructions within 30 days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.

- (b) Before filing a patent application in the United States disclosing any subject matter of this contract classified “Confidential,” the Contractor shall furnish to the Contracting Officer a copy of the application for Government determination whether, for reasons of national security, the application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent United States statutes or regulations.
- (c) Where the subject matter of this contract is classified for reasons of security, the Contractor shall not file, or cause to be filed, in any country other than in the United States as provided in paragraphs (a) and (b) of this clause, an application or registration for a patent containing any of the subject matter of this contract without first obtaining written approval of the Contracting Officer.
- (d) When filing any patent application coming within the scope of this clause, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter and shall promptly furnish to the Contracting Officer the serial number, filing date, and name of the country of any such application. When transmitting the application to the United States Patent Office, the Contractor shall by separate letter identify by agency and number the contract or contracts that require security classification markings to be placed on the application.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter.

**1.73 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS. (MAR 1990)**

- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [*insert name of the foreign government*], or from which the Contractor or any subcontractor under this contract is exempt under the laws of [*insert name of country*], shall not constitute an allowable cost under this contract.



- (b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

1.74 **52.230-2 COST ACCOUNTING STANDARDS. (OCT 2008)**

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall --
  - (1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
  - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

- (4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C.6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C.601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the

subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$650,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**1.75 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008)**

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

“Affected CAS-covered contract or subcontract” means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

- (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or
- (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

“Cognizant Federal agency official (CFAO)” means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

“Desirable change” means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

“Fixed-price contracts and subcontracts” means--

- (1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);

- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

“Flexibly-priced contracts and subcontracts” means—

- (1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2), 16.204, 16.205, and 16.206;
- (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

“Noncompliance” means a failure in estimating, accumulating, or reporting costs to--

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

“Required change” means—

- (1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently becomes applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or
- (2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

“Unilateral change” means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered

contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

- (b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.
- (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.
  - (2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.
  - (3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clause at FAR 52.230-3, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.
  - (4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clause at FAR 52.230-3)--
    - (i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or
    - (ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

- (c) When requested by the CFAO, submit on or before a date specified by the CFAO--
  - (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;
  - (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
  - (3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and
  - (4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.
- (d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--
  - (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
  - (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
    - (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and

subcontract incentives, fees, and profits, for each of the following groups:

- (A) Fixed-price contracts and subcontracts.
  - (B) Flexibly-priced contracts and subcontracts.
- (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
- (A) Fixed-price contracts and subcontracts.
  - (B) Flexibly-priced contracts and subcontracts; and
- (4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.
- (e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--
- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
  - (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--
    - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
    - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
  - (4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.
- (f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal

year in which the costs were incurred (*i.e.*, whether or not the final indirect rates have been established).

- (2) For unilateral changes--
  - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
    - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
    - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
  - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
    - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.
    - (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
  - (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and
  - (iv) Calculate the increased cost to the Government in the aggregate.
- (3) For equitable adjustments for required or desirable changes--
  - (i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and
  - (ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.



- (g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:
- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease.
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
    - (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (ii) The increased or decreased cost to the Government for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
  - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--
    - (i) Include only those affected CAS-covered contracts and subcontracts having--
      - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
      - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
    - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
  - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
  - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).
  - (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
    - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

- (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
- (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
  - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
  - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.
- (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.
- (5) Calculate the increased cost to the Government in the aggregate.
- (j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:
  - (1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.
  - (2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.
- (k) Agree to--

- (1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR 52.230-3; and
  - (2) Repay the Government for any aggregate increased cost paid to the Contractor.
- (l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--
- (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);
  - (2) Include the substance of this clause in all negotiated subcontracts; and
  - (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:
    - (i) Subcontractor's name and subcontract number.
    - (ii) Dollar amount and date of award.
    - (iii) Name of Contractor making the award.
- (m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall—
- (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and
  - (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.
- (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**l.76 52.232-17 INTEREST. (OCT 2008)**

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear

simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- (b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
  - (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
  - (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (e) Amounts shall be due at the earliest of the following dates:
  - (1) The date fixed under this contract.
  - (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
  - (1) The date on which the designated office receives payment from the Contractor;
  - (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

- (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

**1.77 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS. (JAN 1986)**

The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this contract.

**1.78 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
  - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

- (iii) The certification shall state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from
  - (1) the date that the Contracting Officer receives the claim (certified, if required); or
  - (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

1.79 **52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.



- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

**1.80 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

**1.81 52.236-8 OTHER CONTRACTS. (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

**1.82 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**1.83 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

- (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**1.84 RESERVED**

**1.85 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

- (a) Notwithstanding any other clause of this contract -
- (1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and
  - (2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the

Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

- (b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

**1.86 RESERVED**

**1.87 52.242-13 BANKRUPTCY. (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**1.88 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

**1.89 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009)**

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

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
  - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
  - (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (vii) [Reserved]
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**1.90 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. DE-AC02-98CH10886. This may be confirmed by contacting the U.S. Department of Energy, Brookhaven Site Office, 53 Bell Avenue, Bldg. 464, Upton, New York 11973.

**1.91 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)**

- (a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [*State reasons*]:

(End of statement)

- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**1.92 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)**

- (a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are --

- (1) Acquired for a U.S. Government agency account;
  - (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
  - (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
  - (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
- (c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both --
- (i) The Contracting Officer, and
  - (ii) The:  
Office of Cargo Preference  
Maritime Administration (MAR-590)  
400 Seventh Street, SW  
Washington DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

- (2) The Contractor shall furnish these bill of lading copies
  - (i) within 20 working days of the date of loading for shipments originating in the United States, or
  - (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
    - (A) Sponsoring U.S. Government agency.
    - (B) Name of vessel.

- (C) Vessel flag of registry.
  - (D) Date of loading.
  - (E) Port of loading.
  - (F) Port of final discharge.
  - (G) Description of commodity.
  - (H) Gross weight in pounds and cubic feet if available.
  - (I) Total ocean freight revenue in U.S. dollars.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
- (e) The requirement in paragraph (a) does not apply to --
- (1) Cargoes carried in vessels as required or authorized by law or treaty;
  - (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
  - (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
  - (4) Subcontracts or purchase orders for the acquisition of commercial items unless –
    - (i) This contract is –
      - (A) A contract or agreement for ocean transportation services; or
      - (B) A construction contract; or
    - (ii) The supplies being transported are –
      - (A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or



- (B) Shipped in direct support of U.S. military –
  - (1) Contingency operations;
  - (2) Exercises; or
  - (3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
  
- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates  
Maritime Administration  
400 Seventh Street, SW  
Washington DC 20590  
Phone: 202-366-2324

**1.93 52.247-67 SUBMISSION OF DOCUMENTS FOR AUDIT. (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
  
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
  
- (c) Contractors shall submit the above referenced transportation documents to—

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405

**1.94 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004); MODIFIED BY DEAR 970.4905-1**

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if --
  - (1) The Contracting Officer determines that a termination is in the Government's interest; or
  - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable

in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

- (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government --
  - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
  - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
  - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor
  - (i) is not required to extend credit to any purchaser and
  - (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting

Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
  - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
  - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.
  - (3) The reasonable costs of settlement of the work terminated, including --

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.
- (4) A portion of the fee payable under the contract, determined as follows:
- (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
  - (ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.
- (5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, as supplemented in subpart 970.31 of the Department of Energy Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
  - (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor --
- (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

- (2) The amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted --
- (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

**1.95 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2)

acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -
  - (1) The subcontracted supplies or services were obtainable from other sources;
  - (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
  - (3) The Contractor failed to comply reasonably with this order.
- (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

**1.96 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)  
ALTERNATE I (APR 1984)**

- (a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing—
  - (1) All or substantially all of the Contractor's business;
  - (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
  - (3) A separate and complete major industrial operation in connection with the performance of this contract.
- (b) Under Public Law 85-804 ([50 U.S.C. 1431-1435](#)) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against—
  - (1) Claims (including reasonable expenses of litigation or settlement) by third persons

- (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
- (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
- (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.
- (c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.
- (d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for—
- (1) Government claims against the Contractor (other than those arising through subrogation); or
- (2) Loss or damage affecting the Contractor's property.
- (e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.
- (f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.
- (g) The Contractor shall—



- (1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;
  - (2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
  - (3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
  - (4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.
- (h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.
- (i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are—
- (1) Excepted from the release required under this contract's clause relating to allowable cost; and
  - (2) Not affected by this contract's Obligation of Funds clause."

**1.97 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984) (DEVIATION)**

*(Deviation)* The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "*Property*," shall apply to all property acquired under such authorization.

**1.98 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES. (JAN 1991)**

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management

system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

**I.99 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any [insert regulation name] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**I.100 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**I.101 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)**

- (a) The contractor shall comply with the requirements of “DOE Contractor Employee Protection Program” at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.102 **952.204-2 SECURITY (AUG 2009)**

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

- (f) *Definition of National Security Information.* The term “*National Security Information*” means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of Special Nuclear Material.* The term “*special nuclear material*” means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.*
- (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
  - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
    - (i) A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
    - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
    - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared

employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
  - A. The date(s) each Review was conducted;
  - B. Each entity that provided information concerning the individual;
  - C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
  - E. The results of the test for illegal drugs.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) *Foreign Ownership, Control, or Influence.*
- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.
  - (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
  - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
  - (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance

of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
  
- (l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier and the term “Contracting Officer” means the DOE Contracting Officer. When this clause is included in a subcontract, the term “Contractor” shall mean Subcontractor and the term “contract” shall mean subcontract.

**1.103 952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)**

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, “information” means facts, data, or knowledge itself; “document” means the physical medium on or in which information is recorded; and “material” means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is “Restricted Data” and “Formerly Restricted Data” (classified under the Atomic Energy Act of 1954, as amended) and “National Security Information” (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal

Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**I.104 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS. (APR 1994)**

- (a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the contracting officer if the contractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to



terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.

- (b) The provisions of this clause shall be included in any subcontracts.

**I.105 952.204-75 PUBLIC AFFAIRS. (DEC 2000)**

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and

accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

**I.106 952.204-77 COMPUTER SECURITY (AUG 2006)**

- (a) Definitions.
  - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
  - (2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless-
  - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and
  - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

**I.107 952.208-7 TAGGING OF LEASED VEHICLES. (APR 1984)**

- (a) DOE intends to use U.S. Government license tags.
- (b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the contractor shall furnish the DOE the documentation required by the State to acquire such tags.

**I.108 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)  
ALTERNATE I (AUG 2009)**

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
  - (1) Use of Contractor's Work Product.
    - (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
    - (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform

or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

- (c) Disclosure after award.
  - (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
  - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
  - (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
  - (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the

Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

**I.109 952.211-71 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008)**

The Contractor shall follow the provisions of Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) in obtaining controlled materials and other products and materials needed to fill this contract.

**I.110 952.215-70 KEY PERSONNEL. (DEC 2000)**

- (a) The personnel listed below or elsewhere in this contract (Section J, Appendix B), if applicable are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

[See Section J, Appendix B]

**I.111 952.217-70 ACQUISITION OF REAL PROPERTY. (APR 1984)**

- (a) Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by:
  - (1) Purchase, on the Government's behalf or in the contractor's own name, with title eventually vesting in the Government.
  - (2) Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.

- (3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the contracting officer.
- (c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**1.112 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS. (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**1.113 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUN 1997) (DEVIATION)**

- (a) (DEVIATION) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor (1) who has been employed at a Department of Energy Defense Nuclear Facility as defined in Section 3161 of the National Defense Authorization Act for FY 1993 (Pub. L. 102-484) and the Interim Planning Guidance for Contractor Work Force Restructuring (Feb 1996) or other applicable Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time (hereinafter "Guidance"), (2) whose employment at such a Defense Nuclear Facility has been involuntarily terminated (other than for cause) or who has been notified that they are facing termination, (3) who has also met the job attachment test as set forth in applicable Departmental Guidance, and (4) who is qualified for a particular position with the Contractor or, with retraining, can become qualified within the time and cost limits set forth in the Departmental Guidance.

- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

- (c) (DEVIATION) The Contractor will develop retraining programs for eligible employees to the extent practicable and will take such retraining into account in assessing the qualifications of eligible employees.
- (d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.114 952.235-71 RESEARCH MISCONDUCT (JUL 2005)**

- (a) The Contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.
- (b) Unless otherwise instructed by the Contracting Officer, the Contractor must conduct an initial inquiry into any allegation of research misconduct. If the Contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the Contracting Officer and, unless otherwise instructed, the Contractor must:
  - (1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;
  - (2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
  - (3) Inform the Contracting Officer if an initial inquiry supports a formal investigation and, if requested by the Contracting Officer thereafter, keep the Contracting Officer informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the Contractor will forward to the Contracting Officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, and the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).



- (c) The Department of Energy (DOE) may elect to act in lieu of the Contractor in conducting an inquiry or investigation into an allegation of research misconduct if the Contracting Officer finds that—
- (1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;
  - (2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;
  - (3) DOE involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or
  - (4) The allegation involves possible criminal misconduct.
- (d) In conducting the activities under paragraphs (b) and (c) of this clause, the Contractor and the Department, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:
- (1) Safeguards for information and subjects of allegations. The Contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the Contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The Contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.
  - (2) Objectivity and Expertise. The Contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.
  - (3) Timeliness. The Contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation,

and adjudication should be complete within 60 days of receipt of the record of investigation.

- (4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.
  - (5) Remediation and Sanction. If the Contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The Contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The Contractor must coordinate remedial actions with the Contracting Officer. The Contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.
- (e) DOE reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the Contractor's good faith administration of this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If DOE pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.
- (f) Definitions.

*Adjudication* means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

*Fabrication* means making up data or results and recording or reporting them.

*Falsification* means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

*Finding of Research Misconduct* means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a

conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

*Inquiry* means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

*Investigation* means the formal examination and evaluation of the relevant facts.

*Plagiarism* means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

*Research* means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

*Research Misconduct* means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

*Research record* means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

- (g) By executing this contract, the Contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.
- (h) The Contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

**I.115 952.242-70 TECHNICAL DIRECTION. (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of

inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

- (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the

contract effort and does not constitute a change under the Changes clause of the contract;

- (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**I.116 952.247-70 FOREIGN TRAVEL. (AUG 2009)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, or its successor, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.

**I.117 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT. (JUN 1996)**

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's

liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
    - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
    - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
    - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
    - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
      - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
        - (1) Negligence;
        - (2) Contributory negligence;

- (3) Assumption of risk; or
- (4) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
- (B) Any issue or defense as to charitable or governmental immunity; and
- (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR Part 840.
- (vi) For the purposes of that determination, “offsite” as that term is used in 10 CFR part 840 means away from “the contract location” which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
  - (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
  - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
  - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which

results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
  - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.



- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

Effective date

( ) See Note II below for instructions related to this section on Effective Date.

Relationship to general indemnity

( ) See Note III below for instructions related to this section on Relationship to General Indemnity.

NOTE I: Paragraph (i) of the clause will be replaced with “Reserved” in contracts specifically exempted from civil penalties by section 234 of the Act. That subsection provides that the following DOE contractors are not subject to the assessment of civil penalties:

- (1) The University of Chicago (and any subcontractors or suppliers thereto) for activities associated with Argonne National Laboratory;

- (2) The University of California (and any subcontractors or suppliers thereto) for activities associated with Los Alamos National Laboratory, Lawrence Livermore National Laboratory, and Lawrence Berkeley National Laboratory;
- (3) American Telephone and Telegraph Company and its subsidiaries (and any subcontractors or suppliers thereto) for activities associated with Sandia National Laboratories;
- (4) Universities Research Association, Inc. (and any subcontractors or suppliers thereto) for activities associated with FERMI National Laboratory;
- (5) Princeton University (and any subcontractor or suppliers thereto) for activities associated with Princeton Plasma Physics Laboratory;
- (6) The Associated Universities, Inc. (and any subcontractors or suppliers thereto) for activities associated with the Brookhaven National Laboratory; and
- (7) Battelle Memorial Institute (and any subcontractors or suppliers thereto) for activities associated with Pacific Northwest Laboratory.

(End of note)

NOTE II: Contracts with an effective date after the date of (June 12, 1996), do not require the effective date provision in this clause. Delete the title.

Use the EFFECTIVE DATE title and the following language, for those contracts:

“( ) This indemnity agreement shall be applicable with respect to nuclear incidents occurring on or after ..”

- (1) Those that contained an indemnity pursuant to Public Law 85-840 prior to August 20, 1988, include the effective date provision above, inserting the effective date of the contract modification that replaced the Public Law 85-804 indemnity with an interim Price-Anderson based indemnity. Pursuant to the Price-Anderson Amendments Act, this substitution must have taken place by February 20, 1989.
- (2) Those that contained, and continue to contain, either of the previous Nuclear Hazards Indemnity clauses, include the effective date provision above, inserting “August 20, 1988.”
- (3) Those with an effective date between August 20, 1988, and the date of the Final Rule, that (a) had “interim coverage” or (b) did not have “interim coverage” but have now been determined to be covered under the PAAA,

include the effective date provision above, inserting the contract effective date.

NOTE III: The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

“( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply.”

**I.118 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

- (a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) *Definitions.* The definitions set out in the Act shall apply to this clause.
- (c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) *Indemnification.* To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) *Waiver of Defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
  - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
  - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
  - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
  - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
    - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
      - (1) Negligence;
      - (2) Contributory negligence;
      - (3) Assumption of risk; or
      - (4) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

- (B) Any issue or defense as to charitable or governmental immunity;  
and
  - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
  - (vi) For the purposes of that determination, “offsite” as that term is used in 10 CFR part 840 means away from “the contract location” which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
  - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
  - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
  - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required

to be provided under any workmen's compensation or occupational disease law;

- (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

- (i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.
- (j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.
- (l) *Effective date.* This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

## Note II

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

“( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by

an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply.”

(End of note)

**I.119 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009)**

- (a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.
- (f) Obtaining travel discounts.
  - (1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
  - (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor



SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

**I.120 970.5203-1 MANAGEMENT CONTROLS. (JUN 2007)**

- (a) (1) The Contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted including consideration of outsourcing of functions by management to reasonably ensure that: the mission and functions assigned to the Contractor are properly executed; efficient and effective operations are promoted; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the Contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.
- (2) The systems of controls employed by the Contractor shall be documented and satisfactory to DOE.
- (3) Such systems shall be an integral part of the Contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.
- (4) The Contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are

adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the Contracting Officer, the Contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 48 CFR 970.5232-3, Accounts, records, and inspection.

- (b) The Contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

**I.121 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION. (MAY 2006)**

- (a) The Contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.
- (b) The Contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.
- (c) The Contractor may consult with the Contracting Officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The Contractor may request the assistance of the Contracting Officer in the communication of the success of improvements to other

management and operating contractors in accordance with paragraph (b) of this clause.

- (d) The Contractor shall notify the Contracting Officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

**I.122 970.5203-3 CONTRACTOR'S ORGANIZATION. (DEC 2000) (DEVIATION)**

- (a) Organization chart. As promptly as possible after the execution of this contract, the contractor shall furnish to the contracting officer a chart showing the names, duties, and organization of key personnel (see 48 CFR 952.215-70) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.
- (b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the contractor satisfactory to the contracting officer shall be in charge of the work at the site, and any work off-site, at all times.
- (c) *(DEVIATION)* Control of employees. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- (d) Standards and procedures. The contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the contracting officer.

**I.123 970.5204-1 COUNTERINTELLIGENCE. (DEC 2000) (Modified)**

- (a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- (b) *(Modification)* The contractor shall appoint a qualified employee(s) to function as the Contractor Counterintelligence Officer *to support all facilities for which the Oak Ridge Office has cognizance for the Counterintelligence function.* The

Contractor Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of employees traveling to foreign countries or interacting with foreign nationals; providing thoroughly documented written reports relative to targeting, suspicious activity and other matters of Counterintelligence interest; immediately reporting targeting, suspicious activity and other Counterintelligence concerns to the DOE Headquarters Counterintelligence Division; and providing assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

**I.124 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES. (DEC 2000)  
(DEVIATION)**

- (a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, *or through the process described in Appendix D*, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled “Integration of Environment, Safety, and Health into Work Planning and Execution.” When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

**1.125 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS. (JUL 2005)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause. [The Contracting Officer shall identify which of the following categories of records will be included in the clause.]
  - (1) Employment-related records (such as worker’s compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance

program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

[70 FR 37010 Jun. 28, 2005]

- (2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.

- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
  - (1) The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);
  - (2) The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or
  - (3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

**1.126 970.5208-1 PRINTING. (DEC 2000)**

- (a) To the extent that duplicating or printing services may be required in the performance of this contract, the Contractor shall provide or secure such services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.

- (b) The term “Printing” includes the following processes: Composition, platemaking, presswork, binding, microform publishing, or the end items produced by such processes. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.
- (c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.
- (d) The Contractor shall include the substance of this clause in all subcontracts hereunder which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations).

**I.127 970.5211-1 WORK AUTHORIZATION (MAY 2007).**

- (a) Work authorization proposal. Prior to the start of each fiscal year, the Contracting Officer or designee shall provide the Contractor with program execution guidance in sufficient detail to enable the Contractor to develop an estimated cost, scope, and schedule. In addition, the Contracting Officer may unilaterally assign work. The Contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work it recommends be undertaken during that upcoming fiscal year.
- (b) Cost estimates. The Contractor and the Contracting Officer shall establish a budget of estimated costs, description of work, and schedule of performance for each work assignment. If agreement cannot be reached as to scope, schedule, and estimated cost, the Contracting Officer may issue a unilateral work authorization, pursuant to this clause. The work authorization, whether issued bilaterally or unilaterally shall become part of the contract. No activities shall be authorized or costs incurred prior to Contracting Officer issuance of a work authorization or direction concerning continuation of activities of the contract.
- (c) Performance. The Contractor shall perform work as specified in the work authorization, consistent with the terms and conditions of this contract.
- (d) Modification. The Contracting Officer may at any time, without notice, issue changes to work authorizations within the overall scope of the contract. A proposal for adjustment in estimated costs and schedule for performance of work, recognizing work made unnecessary as a result, along with new work, shall be submitted by the Contractor in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.



- (e) Increase in estimated cost. The Contractor shall notify the Contracting Officer immediately whenever the cost incurred, plus the projected cost to complete work is projected to differ (plus or minus) from the estimate by 10 percent. The Contractor shall submit a proposal for modification in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.
- (f) Expenditure of funds and incurrence of costs. The expenditure of monies by the Contractor in the performance of all authorized work shall be governed by the "Obligation of Funds" or equivalent clause of the contract.
- (g) Responsibility to achieve environment, safety, health, and security compliance. Notwithstanding other provisions of the contract, the Contractor may, in the event of an emergency, take that corrective action necessary to sustain operations consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. If such action is taken, the Contractor shall notify the Contracting Officer within 24 hours of initiation and, within 30 days, submit a proposal for adjustment in estimated costs and schedule established in accordance with paragraphs (a) and (b) of this clause.

**I.128 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) - ALTERNATE II AND ALTERNATE III (DEC 2000)**

- (a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
- (b) Fee Negotiations. Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon and, if exceeding one year, approved by the Senior Procurement Executive, or designee, the contracting officer and Contractor shall enter into negotiation of the requirements for the year or appropriate period, including the evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. The contracting officer shall modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the contracting officer. The total available fee amount shall be allocated to a twelve month cycle composed of one or more

evaluation periods, or such longer period as may be mutually agreed to between the parties and approved by the Senior Procurement Executive, or designee.

- (c) Determination of Total Available Fee Amount Earned.
- (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
  - (2) The DOE Operations/Field Office Manager, or designee, will be (insert title of DOE Operations/Field Office Manager, or designee). The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the DOE Operations/Field Office Manager, or designee.
  - (3) The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the DOE Operations/Field Office Manager, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Other Incentives - Facility Management Contracts" if contained in the contract.
  - (4) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- (d) Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
- (1) The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:

- (i) prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
  - (ii) not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
- (2) The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
- (3) The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
  - (i) of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
  - (ii) of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
  - (iii) if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- (e) Schedule for total available fee amount earned determinations. The DOE Operations/Field Office Manager, or designee, shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the

Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the “Renegotiation Board Interest Rate,” and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- (f) Contractor self-assessment. Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within 45 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

**I.129 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES--FACILITY MANAGEMENT CONTRACTS (AUG 2009) – ALTERNATE II (AUG 2009)**

- (a) General.
  - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon—
    - (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and
    - (ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.
  - (3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.
  - (4) If the Contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.
  - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
  - (3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).
    - (i) Degree of control the Contractor had over the event or incident.

- (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
  - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
  - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
  - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).
  - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
  - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
  - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)
- (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
  - (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
  - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any

provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)
- (v) At the end of the contract—
  - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
  - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)
- (c) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract’s ES&H terms and conditions, including the DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
  - (1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the

Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

- (i) Type A accident (defined in DOE Order 225.1A).
  - (ii) Two Second Degree performance failures during an evaluation period.
- (2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
- (i) Type B accident (defined in DOE Order 225.1A).
  - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
  - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 231.1-2 requirements; or internal oversight of DOE Order 440.1A requirements.
  - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
  - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
  - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.



- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
    - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
    - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
    - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
    - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
  - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
  - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
  - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).
  - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
  - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
  - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

- (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following—
    - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
    - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
    - (iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.
  - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
  - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

- (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

[68 FR 68771, Dec. 10, 2003; 74 FR 36358, Jul. 22, 2009]

**I.130 970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK)  
(JAN 2005)**

- (a) Authority to Perform Work for Others. Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.
- (b) Contractor's Implementation. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.
- (c) Conditions of Participation in Work for Others Program. The Contractor:
  - (1) Must not perform Work for Others activities that would place it in direct competition with the domestic private sector;
  - (2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;
  - (3) Must not commence work on any Work for Others activity until a Work for Others proposal package has been approved by the DOE Contracting Officer or designated representative;

- (4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;
  - (5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Work for Others proposal;
  - (6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of Work for Others activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;
  - (7) Must perform all Work for Others projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;
  - (8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE contractor's performance as defined in the DOE approved work for others proposal package; and,
  - (9) Must maintain a summary listing of project information for each active Work for Others project, consisting of:
    - (i) Sponsoring agency;
    - (ii) Total estimated costs;
    - (iii) Project title and description;
    - (iv) Project point of contact; and,
    - (v) Estimated start and completion dates.
- (d) Negotiation and Execution of Work for Others Agreement.
- (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Work for Others project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms

and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Work for Others agreement.

- (2) The Contractor must submit all Work for Others agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
- (e) Preparation of Project Proposals. When the Contractor proposes to perform Work for Others activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.
- (f) Work for Others Appraisals. DOE may conduct periodic appraisals of the Contractor's compliance with its Work for Others Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.
- (g) Annual Work for Others Report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Work for Others Activities under the contract.

**I.131 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS. (DEC 2000)**

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause in any subcontracts for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

**I.132 970.5222-2 OVERTIME MANAGEMENT. (DEC 2000)**

- (a) The contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract.
- (b) The contractor shall notify the contracting officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 4%.
- (c) The contracting officer may require the submission, for approval, of a formal annual overtime control plan whenever contractor overtime usage as a percentage of payroll has exceeded, or is likely to exceed, 4%, or if the contracting officer otherwise deems overtime expenditures excessive. The plan shall include, at a minimum:
  - (1) An overtime premium fund (maximum dollar amount);
  - (2) Specific controls for casual overtime for non-exempt employees;
  - (3) Specific parameters for allowability of exempt overtime;
  - (4) An evaluation of alternatives to the use of overtime; and
  - (5) Submission of a semi-annual report that includes for exempt and non-exempt employees:
    - (i) Total cost of overtime;
    - (ii) Total cost of straight time;
    - (iii) Overtime cost as a percentage of straight-time cost;
    - (iv) Total overtime hours;
    - (v) Total straight-time hours; and
    - (vi) Overtime hours as a percentage of straight-time hours.

**I.133 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION. (DEC 2000)**

- (a) For the purposes of this clause,
  - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

- (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.



- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
  - (1) Define the scope of work;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees

or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

**1.134 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM. (MAR 2003)  
(MODIFIED BY DOE ACQUISITION LETTER 2008-05)**

- (a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.
- (b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

- (d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) Competitively within a reasonable time; (ii) At a reasonable price; or, (iii) Within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties
- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

**I.135 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES.  
(DEC 2000)**

- (a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.

- (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR Part 707.
- (2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR Part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR Part 707.
- (3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR Part 707.

**I.136 970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY. (OCT 2003)  
MODIFIED BY DOE ACQUISITION LETTER 2008-05**

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13423, and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13423 (April 2001) and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 8 of Executive Order 13423 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

**I.137 970.5226-1 DIVERSITY PLAN. (DEC 2000)**

The Contractor shall submit a Diversity Plan to the contracting officer for approval within 90 days after the effective date of this contract (or contract modification, if appropriate). The contractor shall submit an update to its Plan annually or with its annual fee proposal. Guidance for preparation of a Diversity Plan is provided in Appendix A. The Plan shall include innovative strategies for increasing opportunities to fully use the talents and capabilities of a diverse work force. The Plan shall address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, (3) community involvement and outreach, (4) subcontracting, (5) economic development (including technology transfer), and (6) the prevention of profiling based on race or national origin.

**I.138 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993. (DEC 2000)**

- (a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.
- (b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.139 970.5226-3 COMMUNITY COMMITMENT. (DEC 2000)**

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

**I.140 970.5227-2 RIGHTS IN DATA-TECHNOLOGY TRANSFER. (DEVIATION - JULY 2006) (DOE ACQUISITION LETTER 2006-10)**

- (a) *Definitions.*
  - (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
  - (2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

- (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
  - (4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of paragraph (h) of this clause.
  - (5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (i) of this clause.
  - (6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
  - (7) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
  - (8) Open Source Software, as used in this clause, means computer software that is distributed under a license in which the user is granted the rights to use, copy, modify, prepare derivative works and distribute, in source code or other format, the software, in original or modified form and derivative works thereof, without having to make royalty payments. The Contractor’s right to distribute computer software first produced in the performance of this Contract as Open Source Software is as set forth in paragraph (f).
- (b) *Allocation of Rights.*
- (1) The Government shall have:
    - (i) Ownership of all technical data and computer software first produced in the performance of this Contract;

- (ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, and except for data subject to the withholding provisions for protected Cooperative Research and Development Agreement (CRADA) information in accordance with Technology Transfer actions under this Contract, or other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;
  - (iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;
  - (iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (h) of this clause (“Rights in Limited Rights Data”) or paragraph (i) of this clause (“Rights in Restricted Computer Software”); and (v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.
- (2) The Contractor shall have:
- (i) The right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;
  - (ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data; and

- (iii) The right to assert copyright subsisting in scientific and technical articles as provided in paragraph (d) of this clause and the right to request permission to assert copyright subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.
- (3) The Contractor agrees that for limited rights data or restricted computer software or other technical business or financial data in the form of recorded information which it receives from, or is given access to by DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.
- (c) *Copyright (General).*
- (1) The Contractor agrees not to mark, register, or otherwise assert copyright in any data in a published or unpublished work, other than as set forth in paragraphs (d) and (e) of this clause.
  - (2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph (d) or (e) of this clause, the Contractor agrees not to include in the data delivered under this Contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the data prior to its delivery.
- (d) *Copyrighted Works (Scientific and Technical Articles).*
- (1) The Contractor shall have the right to assert, without prior approval of the contracting officer, copyright subsisting in scientific and technical articles composed under this contract or based on or containing data first produced in the performance of this Contract, and published in academic, technical or professional journals, symposia, proceedings, or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.



- (2) The contractor shall mark each scientific or technical article first produced or composed under this Contract and submitted for journal publication or similar means of dissemination with a notice, similar in all material respects to the following, on the front reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.

Notice: This manuscript has been authored by [insert the name of the Contractor] under Contract No. [insert the contract number] with the U.S. Department of Energy. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this manuscript, or allow others to do so, for United States Government purposes.

(End of Notice)

- (3) The title to the copyright of the original of unclassified graduate theses and the original of related unclassified scientific papers shall vest in the author thereof, subject to the right of DOE to retain duplicates of such documents and to use such documents for any purpose whatsoever without any claim on the part of the author or the contractor for additional compensation.
- (e) *Copyrighted Works (Other Than Scientific and Technical Articles and Data Produced under a CRADA)*. The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:
- (1) Contractor Request to Assert Copyright.
    - (i) For data other than scientific and technical articles and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. The right of the Contractor to copyright data first produced under a CRADA is as described in the individual CRADA. Each request by the Contractor must include:
      - (A) The identity of the data (including any computer program) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes,
      - (B) The program under which it was funded,

- (C) Whether, to the best knowledge of the Contractor, the data is subject to an international treaty or agreement,
  - (D) Whether the data is subject to export control,
  - (E) A statement that the Contractor plans to commercialize the data in compliance with the clause of this contract entitled, "Technology Transfer Mission," within five (5) years after obtaining permission to assert copyright or, on a case-by-case basis, a specified longer period where the Contractor can demonstrate that the ability to commercialize effectively is dependent upon such longer period, and (F) For data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization and is consistent with DOE's dissemination responsibilities.
- (ii) For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.
  - (iii) Permission for the Contractor to assert copyright in excepted categories of data as determined by DOE will be expressly withheld. Such excepted categories include data whose release
    - (A) would be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes,
    - (B) would not enhance the appropriate transfer or dissemination and commercialization of such data,
    - (C) would have a negative impact on U.S. industrial competitiveness,
    - (D) would prevent DOE from meeting its obligations under treaties and international agreements, or
    - (E) would be detrimental to one or more of DOE's programs. Additional excepted categories may be added by the Assistant General Counsel for Technology Transfer and Intellectual Property. Where data are determined to be under export control

restriction, the Contractor may obtain permission to assert copyright subject to the provisions of this clause for purposes of limited commercialization in a manner that complies with export control statutes and applicable regulations. In addition, notwithstanding any other provision of this Contract, all data developed with Naval Reactors' funding and those data that are classified fall within excepted categories. The rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified under this Contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the Contract; such amendment listing added treaties and international agreements is effective only for data which is developed after the date such treaty or international agreement is added to this Contract. Also, the Contractor will not be permitted to assert copyright in data in the form of various technical reports generated by the Contractor under the Contract without first obtaining the advanced written permission of the contracting officer.

- (2) DOE Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 90 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond, and the reasons therefor.
- (3) Permission for Contractor to Assert Copyright.
  - (i) For computer software, the Contractor shall furnish to the DOE designated, centralized software distribution and control point, the Energy Science and Technology Software Center, at the time permission to assert copyright is given under paragraph (e)(2) of this clause:
    - (A) An abstract describing the software suitable for publication,
    - (B) the source code for each software program, and
    - (C) the object code and at least the minimum support documentation needed by a technically competent user to understand and use the software. The Patent Counsel, for good cause shown by the Contractor, may allow the minimum support documentation to be delivered within 60 days after permission to assert copyright is given or at such time the minimum support documentation becomes available. The Contractor acknowledges that the DOE

designated software distribution and control point may provide a technical description of the software in an announcement identifying its availability from the copyright holder.

- (ii) Unless otherwise directed by the contracting officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.
- (iii) For a five year period or such other specified period as specifically approved by Patent Counsel beginning on the date the Contractor is given permission to assert copyright in data, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of the Government. Upon request, the initial period may be extended after DOE approval. The DOE approval will be based on the standard that the work is still commercially available and the market demand is being met.
- (iv) After the period approved by Patent Counsel for application of the limited Government license described in paragraph (e)(3)(iii) of this clause, or if, prior to the end of such period(s), the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.
- (v) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (e)(3) (iii) and (iv) of this clause. Such action shall be taken when the data are delivered to the Government, published, licensed or deposited for registration as a published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

Notice: These data were produced by (insert name of Contractor) under Contract No. with the Department of Energy. For (period approved by DOE Patent Counsel) from (date permission to assert copyright was obtained), the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to Contractor or DOE. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY DATA, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

(End of Notice)

- (vi) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the five (5) year or specified longer period approved by Patent Counsel as provided for in paragraph (e) of this clause, to request the Contractor to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(1)(A) of this clause. Before licensing under this subparagraph (vi), DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the contracting officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65 -- "Appeals."

(vii) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee which exceeds DOE Program needs, except as expressly provided in writing by the contracting officer. The Contractor may use its net royalty income to effect such maintenance costs.

(viii) At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public.

(4) The following notice may be placed on computer software prior to any publication and prior to the Contractor's obtaining permission from the Department of Energy to assert copyright in the computer software pursuant to paragraph (c)(3) of this section. Notice: This computer software was prepared by [insert the Contractor's name and the individual author], hereinafter the Contractor, under Contract [insert the Contract Number] with the Department of Energy (DOE). All rights in the computer software are reserved by DOE on behalf of the United States Government and the Contractor as provided in the Contract. You are authorized to use this computer software for Governmental purposes but it is not to be released or distributed to the public. NEITHER THE GOVERNMENT NOR THE CONTRACTOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LIABILITY FOR THE USE OF THIS SOFTWARE. This notice including this sentence must appear on any copies of this computer software.

(End of Notice)

(5) A similar notice can be used for data, other than computer software, upon approval of DOE Patent Counsel.

(f) *Open Source Software. The Contractor may release computer software first produced by the Contractor in the performance of this Contract under an open source software license. Such software shall hereinafter be referred to as Open Source Software or OSS, subject to the following:*

(1) *Obtain Program Approval.*

(i) *The Contractor shall ensure that the DOE Program or Programs that have provided funding (Funding Source) to develop the software have approved the distribution of the software as OSS. The funding Program(s) may provide blanket approval for all software developed with funding from that Program. However, OSS release for any one such software shall be subject to approval by all other funding Programs*

*which provide a substantial portion of the funds for the software, if any. If approval from the funding Program(s) is not practicable, DOE Patent Counsel may provide approval instead. For software jointly developed under a CRADA or User Facility, authorization from the CRADA Participant(s) or User Facility User(s), as applicable, shall be additionally obtained for OSS release.*

- (ii) *If the software is developed with funding from a federal government agency or agencies other than DOE, then authorization from all the funding source(s) shall be obtained for OSS release, if practicable. Such federal government agency(ies) may provide blanket approval for all software developed with funding from that agency. However, OSS release of any one of such software shall be subject to approval by all other funding sources for the software, if any. If majority approval from such federal government agency(s) is not practicable, DOE Patent Counsel may provide approval instead.*
- (2) *Assert Copyright in the OSS. Once the Contractor has obtained Funding Source approval in accordance with subparagraph (1) of this section, copyright in the software to be distributed as OSS, may be asserted by the Contractor, or, for OSS developed under a CRADA or User Facility, either by the Contractor, CRADA Participant, or User Facility User, as applicable, which precludes marking such OSS as Protected Information.*
- (3) *Form DOE F 241.4 for OSS to ESTSC. The Contractor must submit the form DOE F 241.4 (or the current form as may be required by DOE) to DOE's Energy Science and Technology Software Center (ESTSC) at the Office of Scientific and Technical Information (OSTI). The Contractor shall provide the unique URL on the form for ESTSC to distribute.*
- (4) *OSS Record. The Contractor must maintain a record, available for inspection by DOE, of software distributed as OSS. The record shall contain the following information: (i) name of the computer software (or other identifier), (ii) an abstract with description or purpose of the software, (iii) evidence of the funding Program's or source's approval, (iv) the planned or actual OSS location on the Contractor's webpage or other publicly available location (see subparagraph (5) below); (v) any names, logos or other identifying marks used in connection with the OSS, whether or not registered; (vi) the type of OSS license used; and (vii) release version of the software for OSS containing derivative works. Upon request of Patent Counsel, the Contractor shall periodically provide Patent Counsel a copy of the record.*
- (5) *Provide Public Access to the OSS. The Contractor shall ensure that the OSS is publicly accessible as an open source via the Contractor's website, Open Source Bulletin Boards operated by third parties, DOE, or other industry standard means.*

- (6) *Select an OSS License. Each OSS will be distributed pursuant to an OSS license. The Contractor may choose among industry standard OSS licenses or create its own set of Contractor standard licenses. To assist the Contractor, the DOE Assistant General Counsel for Technology Transfer and Intellectual Property may periodically issue guidance on OSS licenses. Each Contractor created OSS license, must contain, at a minimum, the following provisions:*
- (i) *A disclaimer or equivalent that disclaims the Government's and Contractor's liability for licensees' and third parties' use of the software; and*
  - (ii) *A grant of permission for licensee to distribute OSS containing the licensee's derivative works subject to trademark restrictions (see subparagraph (10) below). This provision might allow the licensee and third parties to commercialize their derivative works or might request that the licensee's derivative works be forwarded to the Contractor for incorporation into future OSS versions.*
- (7) *Collection of administrative costs is permissible. However, the Contractor may not collect a royalty or other fee in excess of a good faith amount for cost recovery from any licensee for the Contractor's OSS.*
- (8) *Relationship to Other Required Clauses in the Contract. OSS distributed in accordance with this section shall not be subject to the requirements relating to indemnification of the Contractor or Federal Government, U.S. Competitiveness and U.S. Preference as set forth in paragraphs (g) and (h) of the clause within this contract entitled Technology Transfer Mission (DEAR 970.5227-3). The requirement for Contractor to request permission to assert copyright for the purpose of engaging in licensing software for royalties as set forth elsewhere in this clause is not modified by this section.*
- (9) *Performance of Periodic Export Control Reviews by the Contractor. The Contractor is required to follow its Export Control review procedures before designating any software as OSS. If the Contractor is integrating the original OSS with other copyrightable works created by the Contractor or third parties, the Contractor may need to perform periodic export control reviews of the derivative versions.*
- (10) *Determine if Trademark Protection for the OSS is Appropriate. DOE Programs and Contractors have established trademarks on some of their computer software. Therefore, the Contractor should determine whether the OSS is already protected by use of an existing trademark. If the OSS is not so protected, then the Program or the Contractor may want to seek trademark protection. If the OSS is protected by a trademark, the OSS license should state that the derivative works of the licensee or other third party may not be distributed using the proprietary trademark without appropriate prior approval.*



- (11) *Government License. For all OSS, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in data copyrighted in accordance with paragraph (f)(2) of this clause to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.*
- (12) *Availability of Original OSS. The object code and source code of the original OSS developed by the Contractor shall be available to any third party who requests such from the Contractor for so long as such OSS is publicly available. If the Contractor ceases to make the software publicly available, then the Contractor shall submit to ESTSC the object code and source code of the latest version of the OSS developed by the Contractor in addition to a revised DOE F 241.4 form (which includes an abstract) and the Contractor shall direct any inquiries from third parties seeking to obtain the original OSS to ESTSC.*
- (g) *Subcontracting.*
- (1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data -- General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with 48 CFR 927.409(h). The Contractor shall use instead the Rights in Data -- Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.
- (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:
- (i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

- (ii) Not proceed with the subcontract without the written authorization of the contracting officer.
- (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data and restricted computer software for their private use.
- (h) *Rights in Limited Rights Data.* Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice:"

#### Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) Use (except for manufacture) by support services contractors within the scope of their contracts;
- (b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

- (e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

(i) *Rights in Restricted Computer Software.*

- (1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract; provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice:"

Restricted Rights Notice -- Long Form

- (a) This computer software is submitted with restricted rights under Department of Energy Contract No. . It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.
- (b) This computer software may be:
  - (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
  - (2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;
  - (3) Reproduced for safekeeping (archives) or backup purposes;
  - (4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

- (5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.
- (c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.
- (d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

- (2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice -- Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. with (name of Contractor).

(End of Notice)

- (3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.
  - (4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice “Unpublished -- rights reserved under the Copyright Laws of the United States.”
- (j) *Relationship to Patents.* Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as

affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

**I.141 970.5227-3 TECHNOLOGY TRANSFER MISSION. (DEVIATION JULY 2006 – DOE ACQUISITION LETTER 2006-10 - ALTERNATE I**

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of Pub. L. 101-189 and as amended by Pub. L. 103-160, Sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(a) *Authority.*

- (1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 11(a)(1) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a); Section 3132(b) of Pub. L. 101-189, Sections 3134 and 3160 of Pub. L. 103-160, and of Chapter 38 of the Patent Laws (35 U.S.C. 200 *et seq.*); Section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.
- (2) In pursuing the technology transfer mission, the Contractor is authorized to conduct activities including but not limited to: identifying and protecting Intellectual Property made, created or acquired at or by the Laboratory; negotiating licensing agreements and assignments for Intellectual Property made, created or acquired at or by the Laboratory that the Contractor controls or owns; bailments; negotiating all aspects of and entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Work for Others (WFO); providing information exchanges; and making available laboratory or weapon production user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, CRADAs, user facilities, WFO, science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.

(b) *Definitions.*

- (1) Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.

- (2) Intellectual Property means patents, trademarks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.
- (3) Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.
- (4) Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:
  - (i) Purpose;
  - (ii) Scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;
  - (iii) Schedule for the work; and
  - (iv) Cost and resource contributions of the parties associated with the work and the schedule.
- (5) Assignment means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.
- (6) Laboratory Biological Materials means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.
- (7) Laboratory Tangible Research Product means tangible material results of research which

- (i) are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;
  - (ii) are not materials generally commercially available; and
  - (iii) were made under this contract by Laboratory employees or through the use of Laboratory research facilities.
- (8) Bailment means any agreement in which the Contractor permits the commercial or non-commercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.
- (9) Privately funded technology transfer means the prosecuting, maintaining, licensing, and marketing of inventions which are not owned by the Government (and not related to CRADAs) when such activities are conducted entirely without the use of Government funds.
- (c) *Allowable Costs.*
- (1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA including activities associated with obtaining, maintaining, licensing, and assigning Intellectual Property rights, increasing the potential for the transfer of technology, and the widespread notice of technology transfer opportunities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract. In addition to any separately designated funds, these costs in any fiscal year shall not exceed an amount equal to 0.5 percent of the operating funds included in the Federal research and development budget (including Work For Others) of the Laboratory for that fiscal year without written approval of the contracting officer.
  - (2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims incurred in its technology transfer efforts shall be as provided in the clause entitled "Insurance -- Litigation and Claims" of this contract.
- (d) *Conflicts of Interest -- Technology Transfer.* The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its

technology transfer activities. These procedures shall apply to other persons participating in Laboratory research or related technology transfer activities. Such implementing procedures shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. The contracting officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

- (1) Inform employees of and require conformance with standards of conduct and integrity in connection with research involving nonfederal sponsors and for CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;
- (2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;
- (3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;
- (4) Conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;
- (5) Conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;
- (6) Notify the contracting officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;
- (7) Except as provided elsewhere in this Contract, obtain the approval of the contracting officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;
- (8) Obtain the approval of the contracting officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any individual who has been a Laboratory employee within the previous two years or to the company in which the individual is a principal;
- (9) Notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements; and
- (10) Notify DOE prior to the Contractor's evaluating a technical proposal for funding by a third party or a DOE Program, when the subject matter of the



proposal involves an elected or waived subject invention under this contract or one in which the Contractor intends to elect to retain title under this contract.

- (e) *Fairness of Opportunity.* In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.
- (f) *U.S. Industrial Competitiveness for Licensing and Assignments of Intellectual Property.*
  - (1) In the interest of enhancing U.S. Industrial Competitiveness in its licensing and assignments of Intellectual Property, the Contractor shall give preference in such a manner as to enhance the accrual of economic and technological benefits to the U.S. domestic economy. The Contractor shall consider the following factors in all of its decisions involving licensing and assignment of Laboratory intellectual property where the Laboratory obtains rights during the course of the Contractor's operation of the Laboratory under this contract:
    - (i) whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; or
    - (ii)
      - (A) whether a proposed licensee or an assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement;
      - (B) in licensing or assigning any entity subject to the control of a foreign company or government, whether such foreign government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States Intellectual Property rights; and
      - (C) *if the proposed licensee, assignee, or parent of either type of entity is subject to the control of a foreign company or government, the Contractor, with the assistance of the Contracting Officer, in considering the factors set forth in paragraph (B) herein, may rely upon the following information; (1) U.S. Trade Representative Inventory of Foreign Trade Barriers, (2) U.S. Trade Representative Special 301 Report, and, (3) such other relevant*

*information available to the contracting officer. The Contractor should review the U.S. Trade Representative web site at: <<http://www.ustr.gov>> for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision.*

- (2) If the Contractor determines that neither of the conditions in paragraphs (f)(1)(i) or (ii) of this clause is likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the contracting officer. The contracting officer shall act on any such requests for approval within thirty (30) days.
  - (3) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204 (Preference for United States industry).
- (g) *Indemnity -- Product Liability.* In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such agreements a requirement that the U.S. Government and the Contractor, except for any negligent acts or omissions of the Contractor, be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees which was derived from the work performed under the agreement. The Contractor shall identify and obtain the approval of the contracting officer for any proposed exceptions to this requirement such as where State or local law expressly prohibit the Participant from providing indemnification or where the research results will be placed in the public domain.
- (h) *Disposition of Income.*
- (1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through the effective date of this contract award or modification. If the net amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall

be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the Contract.

- (2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for an illegal augmentation of funds furnished by the U.S. Government.
  - (3) The Contractor shall establish subject to the approval of the contracting officer a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the contracting officer.
- (i) *Transfer to Successor Contractor.* In the event of termination or upon the expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the contracting officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the contracting officer. The Contractor shall transfer title, as one package, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the contracting officer.
  - (j) *Technology Transfer Affecting the National Security.*
    - (1) The Contractor shall notify and obtain the approval of the contracting officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.
    - (2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and

assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

- (3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.
- (k) *Records.* The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the contracting officer to enable DOE to maintain the reporting requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) of this clause. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.
- (l) *Reports to Congress.* To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan shall be provided to the contracting officer on or before October 1st of each year.
- (m) *Oversight and Appraisal.* The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the contracting officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.
- (n) *Technology Transfer through Cooperative Research and Development Agreements.* Upon approval of the contracting officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director, or designee, may enter into

CRADAs on behalf of the DOE subject to the requirements set forth in this paragraph.

- (1) *Review and Approval of CRADAs.*
  - (i) Except as otherwise directed in writing by the contracting officer, each JWS shall be submitted to the contracting officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the Contractor to be owned by the Government to assist the contracting officer in the approval determination.
  - (ii) The Contractor shall also include (specific to the proposed CRADA), a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) of this clause.
  - (iii) Within thirty (30) days after submission of a JWS or proposed CRADA, the contracting officer shall approve, disapprove or request modification to the JWS or CRADA. The contracting officer shall provide a written explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS or proposed CRADA.
  - (iv) Except as otherwise directed in writing by the contracting officer, the Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA has been granted by the contracting officer. The Contractor may submit its proposed CRADA to the contracting officer at the time of submitting its proposed JWS or any time thereafter.
- (2) *Selection of Participants.* The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:
  - (i) Give special consideration to small business firms, and consortia involving small business firms;
  - (ii) Give preference to business units located in the United States which agree that products or processes embodying Intellectual Property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements;
  - (iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) of this clause; and

- (iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) of this clause.
- (3) *Withholding of Data.*
  - (i) Data that is first produced as a result of research and development activities conducted under a CRADA and that would be a trade secret or commercial or financial data that would be privileged or confidential, if such data had been obtained from a non-Federal third party, may be protected from disclosure under the Freedom of Information Act as provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(7)) for a period as agreed in the CRADA of up to five (5) years from the time the data is first produced. The DOE shall cooperate with the Contractor in protecting such data.
  - (ii) Unless otherwise expressly approved by the contracting officer in advance for a specific CRADA, the Contractor agrees, at the request of the contracting officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to paragraph (n)(3)(i) of this clause is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.
  - (iii) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (n)(3)(i) of this clause.
- (4) *Work for Others and User Facility Programs.*
  - (i) Work for Others (WFO) and User Facility Agreements (UFAs) are not CRADAs and will be available for use by the Contractor in addition to CRADAs for achieving utilization of employee expertise and unique facilities for maximizing technology transfer. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of the availability of alternative forms of agreements, i.e.,

WFO and UFA, and of the Class Patent Waiver provisions associated therewith.

- (ii) Where the Contractor believes that the transfer of technology to the U.S. domestic economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAs, a request may be made to the contracting officer for an exception to the Class Waivers.
  - (iii) Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval, in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this Contract. Disposition of rights under any such agreement shall be in accordance with any DOE class waiver (including Work for Others and User Class Waivers) or individually negotiated waiver which applies to the agreement.
- (5) *Conflicts of Interest.*
- (i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:
    - (A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee --
      - (1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA;
      - (2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or
    - (B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.
  - (ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation,

negotiation, or approval of a CRADA certify through the Contractor to the contracting officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.

- (iii) The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.
- (o) *Technology Transfer in Other Cost-Sharing Agreements.* In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the contracting officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause.
- (p) *Technology Partnership Ombudsman.*
  - (1) The Contractor agrees to establish a position to be known as “Technology Partnership Ombudsman,” to help resolve complaints from outside organizations regarding the policies and actions of the contractor with respect to technology partnerships (including CRADAs), patents owned by the contractor for inventions made at the laboratory, and technology licensing.
  - (2) The Ombudsman shall be a senior official of the Contractor's laboratory staff, who is not involved in day-to-day technology partnerships, patents or technology licensing, or, if appointed from outside the laboratory or facility, shall function as such senior official.
  - (3) The duties of the Technology Partnership Ombudsman shall include:
    - (i) Serving as the focal point for assisting the public and industry in resolving complaints and disputes with the laboratory or facility regarding technology partnerships, patents, and technology licensing;
    - (ii) Promoting the use of collaborative alternative dispute resolution techniques such as mediation to facilitate the speedy and low cost resolution of complaints and disputes, when appropriate; and
    - (iii) Submitting a quarterly report, in a format provided by DOE, to the Secretary of Energy, the Administrator for Nuclear Security, the Director of the DOE Office of Dispute Resolution, and the Contracting Officer concerning the number and nature of complaints and disputes



raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information.

- (q) *Inapplicability of Provisions to Privately Funded Technology Transfer Activities.* Nothing in paragraphs (c) Allowable Costs, (e) Fairness of Opportunity, (f) U.S. Industrial Competitiveness, (g) Indemnity -- Product Liability, (h) Disposition of Income, and (i) Transfer to Successor Contractor of this clause are intended to apply to the contractor's privately funded technology transfer activities if such privately funded activities are addressed elsewhere in the contract.

**1.142 970.5227-4 AUTHORIZATION AND CONSENT. (AUG 2002)**

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.
- (c) (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed \$100,000 at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.
- (2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed \$100,000.
- (3) Omission of an authorization and consent clause from any subcontract, including those valued less than \$100,000 does not affect this authorization and consent.

**1.143 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (AUG 2002)**

- (a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

- (b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$100,000.

**I.144 970.5227-6 PATENT INDEMNITY - SUBCONTRACTS. (DEC 2000)**

Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

**I.145 970.5227-8 REFUND OF ROYALTIES. (AUG 2002)**

- (a) During performance of this Contract, if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the Contracting Officer, prior to the execution of any license, the following information relating to each separate item of royalty:
  - (1) Name and address of licensor;
  - (2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
  - (3) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
  - (4) Percentage or dollar rate of royalty per unit;
  - (5) Unit price of contract item;
  - (6) Number of units;

- (7) Total dollar amount of royalties; and
- (8) A copy of the proposed license agreement.
- (b) If specifically requested by the Contracting Officer, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.
- (c) The term “royalties” as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that are used in the performance of this contract or any subcontract hereunder.
- (d) The Contractor shall furnish to the Contracting Officer, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
- (e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Contracting Officer. If the Contracting Officer determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Contracting Officer.
- (f) Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to a patent for which the Contractor makes a royalty or other payment.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Contracting Officer of that fact and shall promptly reimburse the Government for any refunds received or royalties paid after having received notice of such relief.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

**I.146 970.5227-10 PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR. (AUG 2002) (DEVIATION)**

(a) Definitions.

- (1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.
- (2) *(Deviation)* Exceptional circumstance subject invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under 35 U.S.C. 202(a)(ii) and in accordance with 37 CFR 401.3(e). *For purposes of this contract, this definition does not include Inorganic Membrane Technology Subject Inventions which are the subject of a Class Waiver to the Contractor.*
- (3) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (6) Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.
- (7) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (8) Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, are used.

- (9) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) shall also occur during the period of contract performance.
- (b) Allocation of Principal Rights.
- (1) (*Deviation*) Retention of title by the Contractor. Except for exceptional circumstance subject inventions, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. *Additionally, with respect to Inorganic Membrane Subject Inventions, the Federal Government shall have an irrevocable, paid-up exclusive license in the field of use of uranium enrichment with the exclusive right to grant sublicenses in that field of use.*
- (2) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor through a determination of greater rights in accordance with subparagraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.
- (i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:
- (A) uranium enrichment technology;
  - (B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and
  - (C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168).
- (ii) Inventions made under any agreement, contract or subcontract related to the following are exceptional circumstance subject inventions:
- (A) DOE Steel Initiative and Metals Initiative;

- (B) U.S. Advanced Battery Consortium; and
  - (C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI); *and*
  - (D) *(Deviation) Solid State Energy Conversion Alliance (SECA) if the Contractor is a participant in the “Core Technology Program.”*
  - (E) *(Deviation) Solid State Lighting (SSL) Program if the Contractor is a participant in the “Core Technology Program.”*
- (iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.
- (3) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [insert reference] to this contract. DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations [\*81060] under such treaties or international agreements with respect to subject inventions made after the date of the amendment.
- (4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.
- (5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights,

including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.

- (6) (*Deviation*) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee, *as DOE deems appropriate*.
- (c) Subject Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.
    - (1) Subject invention disclosure. The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The disclosure shall include a written statement as to whether the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an

exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

- (2) Election by the Contractor. Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) Filing of patent applications by the Contractor. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, or prior to the end of any 1-year statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - (4) Contractor's request for an extension of time. Requests for an extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2) and (3) may, at the discretion of Patent Counsel, be granted.
  - (5) (*DEVIATION*) Publication Approval. During the course of the work under this contract, the Contractor or its employees may desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor, approval for release or publication shall be secured from the Contractor personnel *designated to review such information* prior to any such release or publication. Where DOE's approval of publication is requested, DOE's response to such requests for approval shall normally be provided within 90 days except in circumstances in which a domestic patent application must be filed in order to protect foreign rights. In the case involving foreign patent rights, DOE shall be granted an additional 180 days with which to respond to the request for approval, unless extended by mutual agreement.
- (d) Conditions When the Government May Obtain Title.



The Contractor will convey to the DOE, upon written request, title to any subject invention-

- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within sixty (60) days after learning of the failure of the Contractor to disclose or to elect within the specified times.
  - (2) In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in subparagraph (c) above, but prior to its receipt of the written request of the DOE, the Contractor shall continue to retain title in that country.
  - (3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.
  - (4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.
- (e) Minimum Rights of the Contractor and Protection of the Contractor's Right to File.
- (1) (*DEVIATION*) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries, affiliates, *and members*, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.
  - (2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to

achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and DOE licensing regulations at 10 CFR Part 781. This license will not be revoked in the field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application of the subject invention in that foreign country.

- (3) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest.

- (1) Execution of delivery of title or license instruments. The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
  - (ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the

information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (3) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."
- (5) Invention Identification Procedures. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.
- (6) Invention Filing Documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:
  - (i) the filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);
  - (ii) an executed and approved instrument fully confirmatory of all Government rights in the subject invention; and
  - (iii) the patent number, issue date, and a copy of any issued patent claiming the subject invention.
- (7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at 35 U.S.C. 205 and 37 CFR Part 40.

- (g) Subcontracts.
- (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.
  - (2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and subparagraph (b)(2) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 48 CFR 952.227-11.
  - (3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause.
  - (4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
  - (5) Subcontractor refusal to accept terms of patent clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.
  - (6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify

the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

- (7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.
  
- (h) Reporting on Utilization of Subject Inventions. The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
  
- (i) Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
  
- (j) March-in Rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that-

- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
  - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
  - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
  - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Contracts With Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that-
- (1) DOE approval of assignment of rights. Rights to a subject invention in the United States may not be assigned by the Contractor without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions of this clause as the Contractor.
  - (2) Small business firm licensees. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(2).

- (3) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.
- (l) Communications. The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.
  - (m) Reports.
    - (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.
    - (2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.
  - (n) Examination of Records Relating to Subject Inventions.
    - (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.
    - (2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

- (3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.
  - (4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.
- (o) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.
- (p) Atomic Energy.
- (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.
  - (2) Patent agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.
- (q) Classified Inventions.
- (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.



- (2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.
- (3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.
- (r) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.
- (s) Educational Awards Subject to 35 U.S.C. 212. The Contractor shall notify the Contracting Officer prior to the placement of any person subject to 35 U.S.C. 212 in an area of technology or task (1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph (b)(3) of this clause or agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.
- (t) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

**I.147 970.5228-1 INSURANCE-LITIGATION AND CLAIMS. (AUG 2009)  
(DEVIATION)**

- (a) The Contractor may, with the prior written authorization of the Contracting Officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.
- (b) The Contractor shall give the Contracting Officer immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract. Except as otherwise directed by the Contracting Officer, in writing, the Contractor shall

furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action. The Contractor, with the prior written authorization of the Contracting Officer, shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.

- (c)
    - (1) Except as provided in paragraph (c)(2) of this clause, the Contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
    - (2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
    - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
  - (d) The Contractor agrees to submit for the contracting officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
  - (e) Except as provided in subparagraphs (g) and (h) of this clause, or specifically disallowed elsewhere in this contract, the Contractor shall be reimbursed-
    - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause; and
    - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance or otherwise without regard to and as an exception to the clause of this contract entitled "Obligation of Funds."
- [67 FR 14871, Mar. 28, 2002]
- (f) The Government's liability under paragraph (e) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

- (g) Notwithstanding any other provision of this contract, the Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, judgment and settlements)—
- (1) Which are otherwise unallowable by law or the provisions of this contract; or
  - (2) For which the Contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer.
- (h) In addition to the cost reimbursement limitations contained in 48 CFR Part 31, as supplemented by 48 CFR 970.31, and notwithstanding any other provision of this contract, the Contractor's liabilities to third persons, including employees but excluding costs incidental to worker's compensation actions, (and any expenses incidental to such liabilities, including litigation costs, counsel fees, judgments and settlements) shall not be reimbursed if such liabilities were caused by Contractor managerial personnel's—

[67 FR 14871, Mar. 28, 2002]

- (1) Willful misconduct;
  - (2) Lack of good faith; or
  - (3) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (i) The burden of proof shall be upon the Contractor to establish that costs covered by paragraph (h) of this clause are allowable and reasonable if, after an initial review of the facts, the Contracting Officer challenges a specific cost or informs the Contractor that there is reason to believe that the cost results from willful misconduct, lack of good faith, or failure to exercise prudent business judgment by contractor managerial personnel.
- (j) (1) All litigation costs, including counsel fees, judgments and settlements shall be differentiated and accounted for by the Contractor so as to be separately identifiable. If the Contracting Officer provisionally disallows such costs, then the Contractor may not use funds advanced by DOE under the contract to finance the litigation.

- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
- (3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of liabilities referred to in paragraph (g)(1) of this clause is not allowable.
- (4) (*Deviation*) The term “contractor's managerial personnel” is defined in the *property clause in the contract*.

[67 FR 14871, Mar. 28, 2002]

- (k) The Contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the Contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.
- (l) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—
  - (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
  - (2) Authorize Department representatives to collaborate with: in-house or DOE-approved outside counsel in settling or defending the claim; or counsel for the insurance carrier in settling or defending the claim if the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and
  - (3) Authorize Department representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation, if required by the Department, if the liability is not insured or covered by bond. In any action against more than one Department Contractor, the Department may require the Contractor to be represented by common counsel. Counsel for the Contractor may, at the Contractor's own expense, be associated with the Department representatives in any such claim or litigation.

**I.148 970.5229-1 STATE AND LOCAL TAXES. (DEC 2000)**

- (a) The contractor agrees to notify the contracting officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work, any transaction thereunder, or property in the custody

or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the contracting officer has advised the contractor, is or may be inapplicable or invalid; and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the contracting officer. Any State or local tax, fee, or charge paid with the approval of the contracting officer or on the basis of advice from the contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

- (b) The contractor agrees to take such action as may be required or approved by the contracting officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the contracting officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the contracting officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this clause, the procedures and requirements of the clause entitled "Insurance-Litigation and Claims" shall apply and the costs and expenses incurred by the contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the contractor.
- (c) The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

**I.149 970.5231-4 PREEXISTING CONDITIONS. (DEC 2000) - ALTERNATE I (DEC 2000)**

- (a) The Department of Energy agrees to reimburse the contractor, and the contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility on April 1, 2000. To the extent the acts or omissions of the contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to

April 1, 2000, the contractor shall be responsible in accordance with the terms and conditions of this contract.

- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

**I.150 970.5232-1 REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)**

- (a) The contracting officer may reduce or suspend further advance, partial, or progress payments to the contractor upon a written determination by the Senior Procurement Executive that substantial evidence exists that the contractor's request for advance, partial, or progress payment is based on fraud.
- (b) The contractor shall be afforded a reasonable opportunity to respond in writing.

**I.151 970.5232-2 PAYMENTS AND ADVANCES (DEC 2000)-ALTERNATE II AND ALTERNATE III (DEC 2000) (DEVIATION)**

- (a) *(Deviation)* Payment of Total available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the contracting officer. *Notwithstanding the above, the Contractor is authorized to provisionally withdraw, on the last working day of each month, against the payments cleared financing arrangement, one-twelfth (1/12) of eighty percent (80%) of the ninety (90) percent annual available fee amount. Following the Government's Determination of Total Available Fee Amount Earned, the Contractor is authorized to withdraw within fifteen (15) days any amount of earned fee over the amount previously paid on a provisional basis from the payments cleared financing arrangement. In the event the Government's Determination of Total Available Fee Amount Earned results in an overpayment to the Contractor, such overpayment shall be redeposited to the payments cleared financing arrangement within fifteen (15) days, or otherwise used as directed by the Contracting Officer.*

- (b) **Payments on Account of Allowable Costs.** The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) **Special financial institution account-use.** All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix F. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.
- (d) **Title to funds advanced.** Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (e) **Financial settlement.** The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:
- (1) Compliance by the contractor with DOE's patent clearance requirements, and

- (2) The furnishing by the contractor of:
- (i) An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
  - (ii) A closing financial statement;
  - (iii) The accounting for Government-owned property required by the clause entitled "Property"; and
  - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
    - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
    - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause 970.5228-1, "Insurance-Litigation and Claims");
    - (C) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and
    - (D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- (3) In arriving at the amount due the contractor under this clause, there shall be deducted,



- (i) Any claim which the Government may have against the contractor in connection with this contract, and
  - (ii) Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
- (g) Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.
- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefor.
- (j) Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- (k) Review and approval of costs incurred. The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment,

will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the contractor in accordance with DOE accounting policies, but will not relieve the contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

**1.152 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION. (AUG 2009)  
(DEVIATION DOE ACQUISITION LETTER 2009-09)**

- (a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.
- (b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.
- (c) Audit of subcontractors' records. The Contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.
- (d) Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause, Access to and Ownership of Records, all other records in the

possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

- (e) Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.
- (f) Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.
- (g) Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- (h) Comptroller General.
  - (1) (*Deviation*) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder *and to interview any current employee regarding such transactions.*
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
  - (3) Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.
- (i) Internal audit. The Contractor agrees to design and maintain an internal audit plan and an internal audit organization.
  - (1) Upon contract award, the exercise of any contract option, or the extension of the contract, the Contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe—

- (i) The internal audit organization's placement within the contractor's organization and its reporting requirements;
  - (ii) The audit organization's size and the experience and educational standards of its staff;
  - (iii) The audit organization's relationship to the corporate entities of the Contractor;
  - (iv) The standards to be used in conducting the internal audits;
  - (v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;
  - (vi) The intended use of external audit resources;
  - (vii) The plan for audit of subcontracts, both pre-award and post-award; and
  - (viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE Contracting Officer.
- (2) By each January 31 of the contract performance period, the Contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.
- (3) By each June 30 of the contract performance period, the Contractor must submit to the Contracting Officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.
- (4) The Contracting Officer may require revisions to documents submitted under paragraphs (i)(1), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.
- (j) Remedies. If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the Contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the Contracting Officer may, in his or her sole discretion, require the Contractor to

cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the Contracting Officer, where he or she deems it appropriate, may: Impose a penalty under 48 CFR 970.5242-1, Penalties for Unallowable Costs; require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.

**I.153 970.5232-4 OBLIGATION OF FUNDS. (DEC 2000)**

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$14,080,284,659.14. This represents an increase of \$1,328,094.03 from \$14,078,956,565.11 to \$14,080,284,659.14. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.
- (b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled ~~“Payments and Advances,”~~ payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
  - (1) collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract, and
  - (2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

- (c) Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the - day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only - days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.
- (d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees
- (1) to comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives,
  - (2) to comply with other requirements of such plans and directives, and
  - (3) to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- (e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

**I.154 970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS. (DEC 2000)**

- (a) The contractor is not liable to the Government for increased costs or interest resulting from its failure to comply with the clauses of this contract entitled, "Cost Accounting Standards," and "Administration of Cost Accounting Standards," if its failure to comply with the clauses is caused by the contractor's compliance with published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Procurement Executive.
- (b) The contractor is not liable to the Government for increased costs or interest resulting from its subcontractors' failure to comply with the clauses at FAR 52.230-2, "Cost Accounting Standards," and FAR 52.230-6, "Administration of Cost Accounting Standards," if the contractor includes in each covered subcontract a clause making the subcontractor liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses; and the contractor seeks the subcontract price adjustment and cooperates with the Government in the Government's attempts to recover from the subcontractor.

**I.155 970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION. (DEC 2000)**

Any uncollectible receivables resulting from the contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the contractor, and the United States Government shall have no liability to the contractor for the contractor's uncollected receivables. The contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The contractor's utilization of contractor corporate funds does not relieve the contractor of its responsibility to comply with all requirements for Work for Others applicable to this contract.

**I.156 970.5232-7 FINANCIAL MANAGEMENT SYSTEM. (DEC 2000)**

The contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the contractor in connection with the work under this contract, expenditures, costs, and encumbrances; permits the preparation of accounts and

accurate, reliable financial and statistical reports; and assures that accountability for the assets can be maintained. The contractor shall submit to DOE for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. The contractor shall notify DOE thirty (30) days in advance of any planned implementation of any substantial deviation from this plan and, as requested by the contracting officer, shall submit any such deviation to DOE for written approval before implementation.

**I.157 970.5232-8 INTEGRATED ACCOUNTING. (DEC 2000) (DEVIATION)**

Integrated accounting procedures are required for use under this contract. The contractor's financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's Primary Accounting System for reporting financial activity under this contract in accordance with requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract *or as otherwise directed by the contracting officer. The Contractor's financial management system shall include an integrated accounting system for product cost accounting, particularly for isotopes.*

**I.158 970.5235-1 FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT. (DEC 2000)**

- (a) Pursuant to 48 CFR 35.017-1, this contract constitutes the sponsoring agreement between the Department of Energy and the contractor, which establishes the relationship for the operation of a Department of Energy sponsored Federally Funded Research and Development Center (FFRDC).
- (b) In the operation of this FFRDC, the contractor may be provided access beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive and proprietary data, and to Government employees and facilities needed to discharge its responsibilities efficiently and effectively. Because of this special relationship, it is essential that the FFRDC be operated in the public interest with objectivity and independence, be free from organizational conflicts of interest, and have full disclosure of its affairs to the Department of Energy.
- (c) Unless otherwise provided by the contract, the contractor may accept work from a nonsponsor (as defined in 48 CFR 35.017) in accordance with the requirements and limitations of DOE Order 481.1, Work for Others (Non-Department of Energy Funded Work) (see current version).



- (d) As an FFRDC, the contractor shall not use its privileged information or access to government facilities to compete with the private sector. Specific guidance on restricted activities is contained in DOE Order 481.1.

**1.159 970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL. (DEC 2000)**

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.

**1.160 970.5242-1 PENALTIES FOR UNALLOWABLE COSTS. (AUG 2009)**

- (a) Contractors which include unallowable cost in a submission for settlement for cost incurred, may be subject to penalties.
- (b) If, during the review of a submission for settlement of cost incurred, the Contracting Officer determines that the submission contains an expressly unallowable cost or a cost determined to be unallowable prior to the submission, the Contracting Officer shall assess a penalty.
- (c) Unallowable costs are either expressly unallowable or determined unallowable.
  - (1) An expressly unallowable cost is a particular item or type of cost which, under the express provisions of an applicable law, regulation, or this contract, is specifically named and stated to be unallowable.
  - (2) A cost determined unallowable is one which, for that Contractor—
    - (i) Was subject to a Contracting Officer's final decision and not appealed;
    - (ii) The Civilian Board of Contract Appeals or a court has previously ruled as unallowable; or
    - (iii) Was mutually agreed to be unallowable.
- (d) If the Contracting Officer determines that a cost submitted by the Contractor in its submission for settlement of cost incurred is—

- (1) Expressly unallowable, then the Contracting Officer shall assess a penalty in an amount equal to the disallowed cost allocated to this contract plus interest on the paid portion of the disallowed cost. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97); or
  - (2) Determined unallowable, then the Contracting Officer shall assess a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.
- (e) The Contracting Officer may waive the penalty provisions when—
- (1) The Contractor withdraws the submission before the formal initiation of an audit of the submission and submits a revised submission;
  - (2) The amount of the unallowable costs allocated to covered contracts is \$10,000 or less; or
  - (3) The Contractor demonstrates to the Contracting Officer's satisfaction that—
    - (i) It has established appropriate policies, personnel training, and an internal control and review system that provides assurances that unallowable costs subject to penalties are precluded from the Contractor's submission for settlement of costs; and
    - (ii) The unallowable costs subject to the penalty were inadvertently incorporated into the submission.

**I.161 970.5243-1 CHANGES. (DEC 2000) (DEVIATION)**

- (a) Changes and adjustment of fee. The contracting officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of, or variation in, work covered by this contract.
- (1) (*Deviation*) If any such direction results in a material change in the level of the Contractor's management effort, an equitable adjustment of the fee, if any, shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any claim by the contractor for an adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the contractor of the notification of change; provided, however, that the contracting officer, if it is determined that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. A failure to agree on an equitable

adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes."

- (2) (*Deviation*) Services pursuant to mutual agreement under the provisions of paragraph (e)(4) of Section C-4, Statement of Work, of this contract shall be performed without additional fee unless DOE and the contractor shall mutually agree in writing that they will constitute a material increase in the level of the contractor's management effort under this contract, in which event the parties hereto will negotiate in good faith to agree upon an equitable fee for such additional services. Failure of the parties so to agree shall constitute a dispute within the meaning of the clause entitled "Disputes."
- (b) Work to continue. Nothing contained in this clause shall excuse the contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

**I.162 970.5244-1 CONTRACTOR PURCHASING SYSTEM. (AUG 2009) (DEVIATION)**

- (a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the Contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE, and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the Contracting Officer, through the Contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.
- (b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of subpart 970.41.

- (c) *Acquisition of Real Property.* Real property shall be acquired in accordance with 48 CFR subpart 917.74.
- (d) *Advance Notice of Proposed Subcontract Awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.
- (e) *Audit of Subcontractors.*
  - (1) The Contractor shall provide for—
    - (i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and
    - (ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.
  - (2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.
  - (3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.
  - (4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR Part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).
- (f) *Bonds and Insurance.*
  - (1) The Contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed-priced and unit-priced construction subcontracts in excess of \$100,000. The Contractor shall consider the use of

performance bonds in fixed-price non-construction subcontracts, where appropriate.

- (2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).
  - (3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than \$25,000, but not greater than \$100,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.
  - (4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.
- (g) *(Deviation) Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at \$100,000 or less, *or \$500,000 for components of neutron scattering instruments (generally used by the Spallation Neutron Source (SNS) program.)*
- (h) *Construction and Architect-Engineer Subcontracts.*
- (1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.
  - (2) *Specifications.* Specifications for construction shall be prepared in accordance with the DOE publication entitled “General Design Criteria Manual.”
  - (3) *Prevention of Conflict of Interest.*
    - (i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This

prohibition does not preclude the award of a “turnkey” subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

- (ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.
- (iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.
- (i) *Contractor-Affiliated Sources.* Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.
- (j) *Contractor-Subcontractor Relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.
- (k) *Government Property.* Identification, inspection, maintenance, protection, and disposition of Government Property shall conform with the policies and principles of 48 CFR part 45, 48 CFR part 945, the Federal Property Management Regulations, 41 CFR chapter 101, the DOE Property Management Regulations, 41 CFR chapter 109, and their contracts.
- (l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.
- (m) *Leasing of Motor Vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.
- (n) [Reserved]

[71 FR 16241, Mar. 31, 2006]

- (o) *Management, Acquisition and Use of Information Resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.
- (p) *Priorities, Allocations and Allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.
- (q) *Purchase of Special Items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:
  - (1) Motor vehicles—48 CFR 908.7101
  - (2) Aircraft—48 CFR 908.7102
  - (3) Security Cabinets—48 CFR 908.7106
  - (4) Alcohol—48 CFR 908.7107
  - (5) Helium—48 CFR subpart 8.5
  - (6) Fuels and packaged petroleum products—48 CFR 908.7109
  - (7) Coal—48 CFR 908.7110
  - (8) Arms and Ammunition—48 CFR 908.7111
  - (9) Heavy Water—48 CFR 908.7121(a)
  - (10) Precious Metals—48 CFR 908.7121(b)
  - (11) Lithium—48 CFR 908.7121(c)
  - (12) Products and services of the blind and severely handicapped—41 CFR 101-26.701
- (r) *Purchase versus Lease Determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made—
  - (1) At time of original acquisition;

- (2) When lease renewals are being considered; and
- (3) At other times as circumstances warrant.
- (s) *Quality Assurance.* Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.
- (t) *Setoff of Assigned Subcontractor Proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.
- (u) *Strategic and Critical Materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.
- (v) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.
- (w) *Unclassified Controlled Nuclear Information.* Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.
- (x) *Subcontract Flowdown Requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:
  - (1) Davis-Bacon clauses prescribed in 48 CFR 22.407.
  - (2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
  - (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
  - (4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
  - (5) State and local taxes clause prescribed in 48 CFR 970.2904-1.



- (6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).
- (y) *Legal Services.* Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR Part 719 and the requirements of this clause.

**I.163 970.5245-1 PROPERTY. (DEC 2000) - ALTERNATE I (DEC 2000)  
(DEVIATION)**

- (a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.
- (b) Title to property. Except as otherwise provided by the contracting officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
- (c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.
- (d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the contracting officer and the contractor as the fair value thereof. The amount received by the contractor

as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all government property which had come into the possession or custody of the contractor under this contract.

(e) Protection of government property-management of high-risk property and classified materials.

- (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.
- (2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.
- (3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

(f) Risk of loss of Government property.

- (1) (i) The contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
  - (A) Willful misconduct or lack of good faith on the part of the contractor's managerial personnel;
  - (B) Failure of the contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the contracting officer to safeguard such property under paragraph (e) of this clause; or

- (C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i)(1) of this clause.
- (ii) If, after an initial review of the facts, the contracting officer informs the contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the contractor to show that the contractor should not be required to compensate the government for the loss, destruction, or damage.
- (2) In the event that the contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the contractor's compensation to the Government shall be determined as follows:
  - (i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.
  - (ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.
- (g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the contractor with a value above the threshold set out in the contractor's approved property management system, the contractor:
  - (1) Shall immediately inform the contracting officer of the occasion and extent thereof,
  - (2) Shall take all reasonable steps to protect the property remaining, and

- (3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the contracting officer. The contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.
- (h) Government property for Government use only. Government property shall be used only for the performance of this contract.
  - (i) Property Management.
    - (1) Property Management System.
      - (i) The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The contractor's property management system shall be submitted to the contracting officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management regulations and Department of Energy Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.
      - (ii) In order for a property management system to be approved, it must provide for:
        - (A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
        - (B) Employee personal responsibility and accountability for Government-owned property;
        - (C) Full integration with the contractor's other administrative and financial systems; and
        - (D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.
      - (iii) Approval of the contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i)(2) of this clause.
    - (2) Property Inventory.

- (i) Unless otherwise directed by the contracting officer, the contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.
  - (ii) If the contractor is succeeding another contractor in the performance of this contract, the contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.
- (j) The term “contractor's managerial personnel” as used in this clause means the contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of:
- (1) The contractor's business; or
  - (2) The contractor's operations at any one facility or separate location at which this contract is being performed; or
  - (3) (*Deviation*) The contractor's Government property system and/or a Major System Projects or Other Projects as defined in *DOE Order 413.3* (Version in effect on effective date of contract).
- (k) The contractor shall include this clause in all cost reimbursable subcontracts.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**Appendix A—Personnel Costs and Related Expenses**

**Appendix B—Key Personnel**

**Appendix C—Performance Guarantee Agreement**

**Appendix D— Process for Incorporation of New and Revised DOE Directives**

**Appendix E—Laws, Regulations, and DOE Directives**

**List B—List of Applicable Directives**

**Appendix F—Special Financial Institution Account Agreement**

**Appendix G—Performance Evaluation and Measurement Plan**

**Appendix H—Annex of Information and Intellectual Property**

**Appendix I—Intellectual Property Management Plan**

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX A**

**PERSONNEL COSTS AND RELATED EXPENSES**

Attached to this Appendix A is the parties advanced understanding for the Contractor's human resource management policies and related expenses which have cost implications under the contract.

## Table of Contents

1. Introduction
2. Definitions
3. Pay Practices
  - 3.1 Bargaining Unit Employee Compensation
  - 3.2 Nonrepresented Employee Compensation
    - 3.2.1 Policy/Objectives
    - 3.2.2 Salary Administration
    - 3.2.3 Approval of Individual Compensation Actions
    - 3.2.4 Other Pay Provisions
  - 3.3 Severance Pay
    - 3.3.1 Severance Pay Benefit
    - 3.3.2 Replacement Employer
4. Benefit Programs and Policies
  - 4.1 Company Service Credit
  - 4.2 Holidays
  - 4.3 Short Term Disability Pay for Salaried Employees
  - 4.4 Vacations
    - 4.4.1 Vacation Payments
    - 4.4.2 Vacation Exceptions
  - 4.5 Leaves of Absence
    - 4.5.1 Personal Leave
    - 4.5.2 Leave of Absence Without Pay
    - 4.5.3 Paid Educational/Sabbatical Leave
  - 4.6 Jury Duty
  - 4.7 Death Benefits—Salaried Employee Payments
  - 4.8 Military Service, Training and Emergency Duty

- 4.9 Community Service
  - 4.9.1 Civic Leave
  - 4.9.2 Civil Defense/Emergency Preparedness Exercises
  - 4.9.3 Election Officials
  - 4.9.4 Voting Time
- 4.10 Group Insurance Plans
  - 4.10.1 Benefits Program for Displaced Workers
- 4.11 Pension and Savings Plans
  - 4.11.1 Reports
  - 4.11.2 Non-Qualified Pension Plans
  - 4.11.3 Reserved
  - 4.11.4 Contract Termination/Expiration
- 4.12 Employee Assistance Program
- 4.13 Funeral Leave
- 4.14 Suspension Provisions
- 5. Employee Programs
  - 5.1 Education and Training
  - 5.2 Employee Recognition and Memberships
  - 5.3 Patent Awards
- 6. Travel and Relocation
- 7. Miscellaneous Policies
  - 7.1 Participation in Association Activities
  - 7.2 Licenses and Fees
  - 7.3 Personnel Borrowed
  - 7.4 Personnel Loaned
  - 7.5 Personnel Service Support Activities
  - 7.6 Protective Clothing

- 7.7 Security Suspension Pay
- 7.8 Business Expenses
- 7.9 Spallation Neutron Source (SNS) Project
- 7.10 Key Personnel

## 1. Introduction

This Personnel Appendix sets forth allowable cost by advanced understanding for the Contractor's human resource management policies and related expenses that have cost implications under the contract. This Appendix identifies those major cost areas deemed reasonable and allowable for reimbursement when incurred in the performance of the Contract work. This cost understanding is subject to all applicable provisions of the main contract.

The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practice insofar as they are consistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the cost limitations set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

Either party may request that this Personnel Appendix be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Personnel Appendix shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36) as approved by the DOE Contracting Officer or designated representative. When revisions to this Personnel Appendix are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page. The changes will be highlighted using "redline" feature or a similar word processing software feature.

This Appendix A is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Appendix A nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

The parties have agreed to increase the Contractor's latitude for managing overall personnel costs by eliminating many DOE approval requirements and holding the Contractor accountable for controlling and reducing total personnel costs. Nothing in this agreement precludes the government from making a future determination of unallowable costs based upon the test of reasonableness.

## 2. Definitions

Adjustment. A change in salary required to establish either internal or external equity.

Adjusted Rate, Adjusted Pay, or Adjusted Base Pay. The rate of pay per hour, per week, or per month, including any premium pay.

Average Rate. The rate which is determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.

Basic Earnings. The amount obtained by multiplying the number of hours worked by the basic rate.

Basic Rate, Job Rate, or Basic Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, but including any cost of living allowances (COLAs) established in any bargaining unit agreements established for each job classification in accordance with the approved wage and salary schedules.

Basic Workweek. A 40-hour workweek.

Casual Employee. Exempt or nonexempt non-salaried employees hired to work on a project type or intermittent basis and their work hours are determined on a case-by-case basis by their management. These employees are paid weekly and are not expected to work a fixed full-time schedule in excess of 6 months.

Change of Classification. The placement of an employee in a new classification due to reassignment without change in salary range.

Contractor. UT-Battelle, LLC.

DOE. The contracting officer or authorized representative of the contracting officer.

Demotion. The permanent placement of an employee in a lower-rated job classification.

Employee. A person hired by and working for the Contractor.

Exempt Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are on the monthly or semi-monthly payroll.

Full-time Temporary Employees. Exempt or nonexempt full-time ~~or part-time~~ employees who are temporarily employed by Contractor for a specific period of limited duration, generally greater than 6 months, but not to exceed 3 years. Temporary employees may

participate in the same benefit plans as regular Full-time employees except for long-term disability, severance pay, service awards, and educational assistance.

Merit Increase. An increase in the salary of an employee within the established rate range of the job classification, which is granted consistent with the salary plan.

Overtime Pay. Payment (in addition to straight time) for any hours worked in excess of 8 hours in a 24 hour period or 40 hours within a payroll week for hourly and nonexempt salaried employees (or as otherwise agreed in advance and based on a 40 hour payroll week); and when applicable, payment for required hours worked in excess of 45 hours within a payroll week for eligible exempt salaried employees.

Nonexempt Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws. They are on the weekly salaried or hourly payroll.

Payroll Day. The 24-hour period extending from midnight to midnight. Exception: Payroll day may vary from midnight to the established starting or ending time of the shift.

Payroll Week. Seven consecutive days (168 hours) extending from midnight Sunday to midnight Sunday. Exception: Payroll week may vary from midnight and/or Sunday to the established day and starting or ending time of the shift.

Premium Pay. A payment in addition to straight time pay made for any reason other than overtime; for example, shift differential, weekend premium, etc.

Promotion. The placement of an employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.

Reevaluation. A change of job level, up or down, through formal evaluation of an existing job.

Regular employee. Any full-time or part-time salaried employee on the contractor's payroll, not in a temporary or casual status.

Regular Rate. The straight-time rate at which the hours are worked, or the average rate for the week, whichever is greater.

Regularly Scheduled Shift. The normal hours of working time in each payroll day established for each employee by the Director, Human Resources.

Straight-time Pay or Straight-time Earnings. Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.

Straight-time Rate. The rate of pay per hour, per week, or per month obtained by adding the applicable shift differential rate to the basic rate for the job classification assigned at the time the work is performed.

Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).



### 3. Pay Policies

#### 3.1 Bargaining Unit Employee Compensation

- a. The terms and conditions set forth in collective bargaining agreements (CBAs) and modifications thereto and established practices thereunder between the Contractor and recognized bargaining agents for its employees assigned to work under this contract (which involve expenditure of funds) constitute the allowable costs for bargaining unit members' compensation and benefits for reimbursement by DOE. The collective bargaining agreements, incorporated by reference, include those with the following bargaining agents:

ORNL	Atomic Trades and Labor Council
	AFL-CIO

Prior to the negotiation of a new and/or revised CBA, the Contractor will review its negotiation plan with DOE and obtain DOE approval of its cost parameters and/or subsequent changes thereto. Reasonable costs that arise from administration of or pursuant to CBAs shall constitute allowable costs. The specific approval of DOE shall be obtained in the case of unusual items. The contractor will provide to DOE copies of its CBAs as they are entered into or modified and will keep DOE informed as far in advance as practicable of significant labor developments which are potentially precedent setting, may involve high cost, or potential work stoppages. The contractor will provide DOE with a settlement summary within 30 to 60 days after formal ratification of the agreement, using the "Report of Settlement" form.

#### 3.2 Nonrepresented Employee Compensation

##### 3.2.1. Policy/Objectives

The Contractor will implement a compensation program to attract, motivate, retain, and reward a work force commensurate with effectively accomplishing the performance of work under the Contract at a reasonable cost to the government. Professional compensation methodologies and best business practices will be used in the management of the compensation program. Compensation costs will be managed consistent with the Contractor's prevailing operating budget and budget forecast.

##### 3.2.2 Salary Administration

The Contractor shall:

- a. Implement a compensation system with the following components:

- (1) Market policy for exempt salary structures and base salaries that seek to match average salaries in the competitive market at the beginning of the plan year.
  - (2) Market policy for nonexempt salary structures and base salaries that seek to match average salaries in the competitive market at the beginning of the plan year.
  - (3) A job evaluation system for establishing appropriate job worth hierarchy.
  - (4) A performance management system that supports a pay-for-performance compensation philosophy.
  - (5) System for developing a compensation plan.
  - (6) System for planning and controlling compensation expenditures and evaluating the effectiveness of the program.
  - (7) System for documenting job content.
  - (8) System for communicating the compensation program to employees and managers.
- b. Obtain DOE approval prior to changing compensation system component numbers 1-8 above.
- c. Obtain DOE approval on the salary surveys and survey participants used for market comparisons.
- d. Develop a Salary Increase Plan (SIP) annually, if appropriate, for the expenditure of funds that is consistent with the company's market policy, ability to pay, and relevant economic data, and obtain advanced DOE approval of this SIP.

The SIP will include the following:

- (1) Analysis of salary survey data and contractor's market position for salary structures and base pay levels. Comparison of average pay and salary range midpoints to the relevant market for benchmark positions.

- (2) Identification of needed funds by payroll groups expressed as a percentage of the appropriate base payroll for the end of the previous plan year. All components will be identified therein, e.g. merit, promotion, adjustment, variable pay, etc.

Unexpended portions of the SIP for one salary year are not carried into the succeeding salary year. All pay actions granted under the SIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before the year end (commonly called recovery).

- (3) The Contractor will evaluate major changes occurring in a given year, such as significant reduction in Contractor employment levels and adjust the SIP if appropriate.
  - (4) Assessment of contractor's financial condition to determine affordability of increasing compensation costs.
  - (5) Communication materials and tools for supervisors to help them plan salary actions to manage base salary relationships and pay for performance.
  - (6) Submit an annual expenditure report, DOE F3220.8, to include breakouts for merit, promotion, adjustments, variable pay, and structure movement for each payroll showing actuals against planned amounts.
- e. Any proposed establishment of an incentive compensation plan will be evaluated using the following criteria:
- The plan is budget neutral.
  - The documented design of the incentive compensation plan, the funding methodology, and the linkage to contract performance measures supports contractor human resource strategic goals.
  - There is a requirement for Contracting Officer approval of incentive compensation plan(s) before implementation.
  - There is a requirement for a contractor policy that provides for a specific pass-over rate (i.e., percent of participants who will not receive an incentive).

- There is a requirement for an annual summary report on distributions made under an incentive compensation plan.
- There is a requirement for pay at risk.

### **3.2.3 Reserved**

### **3.2.4 Other Pay Provisions**

#### **a. Overtime**

- (1) Annually the Contractor will discuss with DOE, and when necessary or requested, develop and submit to DOE an overtime plan forecasting the overtime necessary to meet known work requirements. Overtime will be managed to provide for the safe and cost-effective utilization of human resources and efficient conduct of business. Performance will be reported to the DOE on an annual basis.
- (2) Nonexempt salaried employees may be paid for overtime hours worked on the same basis as employees within the bargaining units defined in Section 3.1.
- (3) Exempt salaried employees are eligible for either straight time pay or compensatory time off when required to work at the direction of their management in excess of 45 hours per week, as follows:
  - a. Employees in ladder/band AP 1-3, TP 1, and RP 1 are eligible for straight time pay.
  - b. All exempt employees, except those eligible for incentive compensation, are eligible to earn compensatory time off at the rate of one hour earned for two hours worked. Individual compensatory time may not exceed 80 hours annually. Employees will not be allowed to receive payment in lieu of compensatory time off.
  - c. Casual overtime will not be paid.
- (4) Employees in a capacity of supervisor may receive additional compensation when required to work extensive additional hours that result in serious inequities with other employees in the same work group.

b. Other Supplements

- (1) Pay practices may apply to nonexempt salaried employees to the maximum allowable consistent with collective bargaining agreements for the following benefits:

Call-in Allowance	Report for Work
Change in Working Schedule	Saturday and Sunday Work
Holiday Pay	Shift Differential
Lunch Periods	EMT Premium
Meal Allowances	Licensing Payments
Overtime and/or Premium Pay	Human Reliability Program

- (2) Saturday and Sunday Work—An exempt salaried employee who works on Saturday as part of the regular schedule may receive an additional fifty cents per hour for such work, unless such work is part of an extended work week.

An exempt salaried employee who works on Sunday as part of the regular schedule may receive an additional one dollar per hour for such work, unless such work is part of an extended workweek. These payments may not be included in earnings when calculating the employee's participation in the various benefit plans.

- (3) Meal Allowances—An exempt salaried employee may be paid a meal allowance to the maximum allowable consistent with bargaining unit agreements set forth in Section 3.1.
- (4) EMT Premium—An exempt salaried employee who is required by the company to carry the EMT Medical Technician Certification may be paid a premium consistent with that paid under bargaining unit agreements listed in Section 3.1.
- (5) Licensing Payments—Where required to perform specific jobs in nuclear reactor operations related positions, a licensing payment for nuclear reactor controllers and related licensed positions is an allowable cost as long as the total compensation remains reasonable as supported by market data. Licensing payments discontinue upon failure to receive the required periodic re-licensing.

c. Part Time Employment

Part-time employees may be hired regardless of the salary ranges that are to be used. Compensation, determined by time actually worked, will be

calculated on the same basis as for full time, salaried employees at a rate comparable to that paid to regular employees in similar assignments.

Regular Part-time employees may participate in the following plans and activities:

Company Service Credit	Pension Plan
Group Insurance	Safety Programs and Awards
Holiday Pay (pro-rated)	Savings Plan
Jury Duty (scheduled workday)	Shift Differential
Layoff Allowance	Travel
Occupational Disability	Vacation Plan
Overtime Premium	Voting
Educational Assistance	Short and Long Term
Personal Leave (pro-rated)	Disability (prorated)

Casual part-time employees may participate in the following plans and activities:

Company Service Credit	Pension Plan
Group Insurance (after 4 months)	Safety Programs and Awards
Savings Plan	Jury Duty (scheduled workday)
Shift Differential	Occupational Disability
Travel	Overtime Premium
Vacation Plan	
Voting	

The cost of group health insurance premiums for regular part-time employees working 50 percent or greater is the same as regular full-time employee premiums. Casual employees will pay the regular employee premium plus 50 percent of the company's premium for health insurance. The cost of group life insurance will be the same as regular employee premiums for all part-time employees regardless of the hours worked. Vacation eligibility is prorated on the basis of total hours scheduled to work for regular part-time employees and on actual hours worked on a weekly basis for casual employees. Employees are eligible to convert to full-time or regular part-time status when management deems the change to be in the best interest of work performance under the Contract.

d. Shift Differentials—Exempt Employees

Exempt salaried employees assigned to shift work will receive shift differential as follows:

- (1) Employees assigned to the standard rotating shift schedule may receive up to \$130 a month.
  - (2) Employees assigned to the 4 p.m. to 12-midnight shift or any variation of this shift may be paid up to \$120 per month.
  - (3) Employees assigned to the 12 midnight to 8 a.m. shift or any variation of this shift, may be paid up to \$220 a month.
  - (4) Employees assigned to a rotating shift other than the standard rotating shift will be paid a combination of the appropriate differentials based on the percent of time worked on each shift.
  - (5) Employees assigned to an irregular shift may be paid the differential for the shift on which more than 50 percent of the hours were worked. If time is equal, the highest rate may be used.
- e. Holiday Pay

Hourly employees will be paid in accordance with collective bargaining agreements listed under paragraph 3.1 of this Appendix. Salaried employees working on scheduled holidays may be given holiday pay when schedules and contract requirements necessitating work to be scheduled on company observed holidays (which are listed under paragraph 4.2 of this Appendix). Holiday pay is paid at the rate of 2 1/2 the employee's adjusted rate for nonexempt employees and 2 times the employee's adjusted rate for exempt employees in ladder/band AP 1-3, TP 1, and RP 1 and below. Exempt salaried employees above ladder/band AP 1-3, TP 1, and RP 1 are not eligible for a holiday pay premium.

### **3.3 Severance Pay**

#### **3.3.1 Severance Pay Benefit**

- a. General

Severance pay is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work— unless the layoff is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or for a specific project.

If the Contractor reemploys an employee after having been paid a severance payment, Company Service Credit for any subsequent

severance payment consideration shall start from the date of such reemployment. If any individuals are reemployed by the Contractor prior to the end of the period covered by the severance pay (e.g., received 20 weeks severance pay, but reemployed after 15 weeks), the difference must be refunded.

No severance pay is paid to employees who terminate their employment voluntarily, who are discharged, or who resign by Contractor request, except for:

- (1) Medical reasons (i.e., those terminated due to contractor determination of mental or physical inability to perform available work).
- (2) Voluntary Reduction in Force (VRIF) Programs: Situations wherein a reduction in force is necessary in an employee unit and an employee volunteers with Contractor consent to be laid off in the reduction in force in place of another person. All VRIF programs require prior DOE approval.

b. Amount of Severance Pay

Severance pay will be calculated on the basis of the employee's basic rate in effect at the time of layoff (including extended hours' pay, if any, but excluding all overtime premium or shift differential) and may be paid in accordance with the following schedules:

(1) Hourly Employees

Refer to the terms and conditions set forth in the applicable collective bargaining agreements listed in section 3.1.a of this Appendix for allowable costs.



(2) Salaried Employees

<u>Company Service Credit</u>	<u>Severance Pay</u>
Under 3 months	No pay
3 months and under 1 year	Same proportion of 1/4 month's pay as completed months of service are of 12 months
1 year through 25 years of completed service	1 week of pay for every completed year of service. Payment will be capped at 25 years of service.

c. Special Severance Programs

Severance pay may be paid to employees accepted by management for participation in a self-select Voluntary Separation Program (VSP) offered by contractor and who execute a general release and waiver of claims. Contractor may, with prior written approval by the Department, offer a VSP when, in its discretion, it determines that there are excess personnel in particular employee classifications due to reduced funding or scope of work, that cost reductions are necessary, or for other business reasons, and that a voluntary separation program is preferable to an involuntary reduction. Severance payable under a VSP will be no less than that payable under subpart b. above, but may exceed that amount. The terms and conditions, including the amount of severance to be paid, of any proposed VSP requires written approval of the contracting officer.

**3.3.2 Replacement Employer**

Severance pay benefits are not payable when an employee is employed by or receives an offer of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equal conditions of employment.

#### 4. Benefit Programs and Policies

The employee benefit plans, and related cost, described in this section are approved by DOE for application to employees working on this Contract and are reimbursable. In addition, retirees of this Contractor or the predecessor Contractor have limited coverage of these benefits.

The benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff. The programs will be competitive with labor markets from which employees are recruited, cost effective and in compliance with applicable laws and regulations.

Refer to the terms and conditions set forth in applicable collective bargaining agreements listed in this Appendix A, Section 3.1.a for allowable costs for hourly employees.

Contractor benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff to support the DOE missions in accordance with clause H-27 Contractor Compensation, Benefits and Pension, subparagraph (d).

##### 4.1 Company Service Credit

Company and Credited Service can be restored to employees in accordance with the Contractor's Company and Credited Service policies. Policies will be administered consistently in accordance with applicable laws, and corporate rules.

- a. In order to facilitate the retention of certain critically skilled employees within the DOE management and operating, performance-based management, and environmental restoration and management contractor workforce systems, the Contractor may recognize (for the purpose of establishing appropriate vacation benefits) prior service credit earned while employed in the DOE system provided all the required criteria contained in Acquisition Letter 94-19 is met. The Director, Human Resources must approve any grant of vacation credit.
- b. When an individual is transferred to the service of the contractor from the DOE or from one of its contractors because of a DOE approved transfer of a function to the Contractor, such employees may be granted Company Service Credit for all of such previous DOE contract-related service provided that:
  - (1) the individual's service with the previous employer is essentially continuous with the time of transfer to the Contractor;
  - (2) the Company Service Credit thus allowed does not entitle the employee to buy back interest in employee benefits such as the Retirement Plan, but is limited to possible increased future benefits such as, but not limited to,

vacations, non-occupational disability allowances, and layoff allowances;  
and,

- (3) in all other respects the Company Service Credit will be allowed in accordance with the Contractor's Company Service Credit Rules.
- c. When an individual is hired on or after April 1, 2000, who has previous Company Service with employers participating in the UT-Battelle and BWXT Y-12 Multiple Employer Pension Plan (MEPP), Company and Credited Service may be restored to that employee in accordance with the Contractor's Company and Credited Service policies. The Company Service Date will be used for all benefits in which eligibility is based upon company service.

For active employees who are moving between MEPP employers as a result of an involuntary event (i.e., voluntary reduction in force, scope of work transfer, recall), all vacation accrued to date will transfer with the employee.

For active employees who are moving between MEPP employers as a result of a voluntary event (i.e., voluntary quit to accept new position), all vacation accrued to date will be paid out by the losing employer. If the vacation was earned under the Vested Vacation Plan (pre-1996), the employee will not be eligible for additional vacation until January 1 of the following calendar year. If the vacation was earned under the Vacation Accrual Plan, then accrual rules will apply.

- d. UT-Battelle employees transferring directly from Battelle companies or the University of Tennessee will retain their Battelle or University of Tennessee hire-in or seniority date for the purposes of vacation eligibility, savings plan and pension plan vesting. This is not applicable to post retirement benefits (PRB) such as retiree life, medical, vision, and dental insurance benefits.

## 4.2 Holidays

The Contractor observes the following holidays during the calendar year.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Last Monday in May	Christmas
Independence Day	Associated Christmas
Independence Day Associated (or other day determined by the contractor)	

## 4.3 Short Term Disability Pay for Salaried Employees

Under the contractor’s absence control program, a system to assure appropriate administrative actions are taken in a timely manner based upon medical evidence is implemented to assure reasonable sick leave usage and management of the Disability Allowance Program for both non-occupational and occupational disabilities.

For absences of four or more days, the benefit amount will be 100 percent of pay for the first 6 weeks of disability, then 80 percent of pay for the next 6 weeks, and 60 percent of pay for the remaining 14 weeks, limited to the duration of benefits based on Company Service Time as follows:

<b>Company Service Time</b>	<b>Duration of Salary Continuation</b>
One month but less than two months	One month
Two months but less than three months	Two months
Three months but less than four months	Three months
Four months but less than five months	Four months
Five months but less than six months	Five months
Six or more months	Six months

Benefit payment for short-term disabilities will be on a per disability basis. Ordinarily, benefit payments during short-term disabilities will be made at the employee’s adjusted rate. Any “loss-of-earnings” payments received, such as Workmen’s Compensation Benefits in cases of occupational disability, will offset the continued payments of salary.

#### 4.4 Vacations

- a. The cost of salaried employee vacations taken in accordance with the established vacation plan is allowable.
- b. Eligible employees are strongly encouraged to use at least 80 hours of vacation each year.

<b>Hire Date</b>	<b>Vesting/Accrual Schedule</b>	<b>Company Service Credit</b>	<b>Vacation Hours</b>	<b>Banking Maximum</b>
Prior to 1-1-96	Upon attainment of actual service	6 months	40	None
	during the 1st year.	1–4 years	80	None
	On December 31st	5–9 years	120	240 hours
	thereafter.	10–19 years	160	240 hours
		20 years and over	200	240 hours
On or After 1-1-96	Accrual weekly	Date of hire-9 years	*240	240 hours
		10–19 years	120	200 hours
		20 years and over	160	200 hours

\* Only employees with 15 years or more Company Service Credit years prior to January 1, 1996 receive 240 hours.

#### **4.4.1 Vacation Payments**

- a. An hourly employee who is deprived of a vacation at the end of the year due to a short-term disability, through management action, or because of unusual working conditions may receive payment for such vacation in addition to regular pay. A salaried employee similarly deprived of a vacation will receive equivalent time off in the following year unless the contractor authorizes payment for the vacation.
- b. An individual may be paid for unused vacation at the time of termination.

#### **4.4.2 Vacation Exceptions**

The Director, Human Resources as authority to change vacation entitlement in two ways:

- (1) by rolling entitlement from one year to the next where work schedules did not permit the employee to use the vacation and banking is not available;  
or
- (2) by granting up to one week accrued vacation eligibility on an exception basis to select new employees when, in the opinion of the Contractor, such an extraordinary entitlement is necessary to successfully hire the senior, critical, or key employee. In such exceptional cases, the individual would be eligible for up to a maximum four weeks of vacation each year as authorized by the Director, Human Resources until their company service would deem them eligible for more vacation.

### **4.5 Leaves of Absence**

#### **4.5.1 Personal Leave**

Salaried employees may be granted time off with pay for personal commitments which cannot be handled except during working hours and for tardiness due to severe weather conditions and similar occurrences which temporarily prevent the employee from reporting to work. The amount of time is limited to a maximum of 40 hours per calendar year. The Director Human Resources and Diversity Programs may authorize up to an additional 40 hours for extenuating circumstances.

- a. Personal leave is any excused absence which results in fewer hours worked than normally scheduled, and which is not granted as compensation for unpaid overtime worked or is not made up with overtime. Salaried employees may be excused from work for extenuating personal circumstances, such as serious illness in the immediate family, appearance in court as a witness other than for the contractor or DOE, or any similar circumstance which in the opinion of the Contractor warrants an excused absence and will not interfere with the Contractor's operations. Granting personal leave shall be prudently controlled, and vacation will be used for most personal circumstances, such as marriages, graduations, and similar occasions. The contractor shall maintain a system for approval and tracking of Personal Leave usage.
- b. Personal leave with pay is at the employee's adjusted salary rate.
- c. Hours paid for under the provisions of this policy do not count as hours worked toward Overtime and/or Premium pay.

#### **4.5.2 Leave of Absence Without Pay**

An employee may be granted a leave of absence without pay, of any duration, by the contractor provided the absence will not interfere with the Contractor's operations or create any conflict of interest. Continuation of benefits during leave of absence without pay will be administered according to the Contractor's leave of absence policy.

- a. Granting of company service for the full period of the leave (not to exceed 3 years) and restoration of vacation eligibility immediately upon return to work may be provided for employees who return to work from:
  - (1) Leaves granted when it is in the company's interest to make an employee's expertise or services available to DOE, another DOE contractor, another government agency, or to work-related agencies such as the International Atomic Energy Agency (Vienna), or the Center for Study of Communicable Diseases (Atlanta).
  - (2) Entrepreneurial leaves granted to accelerate technology start up based on DOE developed technologies.
- b. Continuation of company service credit and/or immediate restoration of vacation upon return to work for any leave without pay other than those listed above require prior DOE approval if the leave exceeds 180 days.

#### **4.5.3 Paid Educational/Sabbatical Leave**

- a. Salary continuation and benefit costs will be allowable for the granting of paid educational/sabbatical leaves for the following purposes:

- (1) To obtain advanced degrees in fields of study, which, in the opinion of the contractor, will further the DOE mission.

Such leaves may be approved for a cumulative duration not to exceed 24 months per individual.

- (2) To teach or perform research at an accredited college, university or research institute.

Such leaves may be approved for a cumulative duration not to exceed 12 months per individual.

Salary continuation shall be offset by compensation received from the college, university, or research institute.

- b. No more than 4 individuals may be on paid educational/sabbatical leave at any given time.
- c. The leaves require approval by the Director, Human Resources.
- d. If the employee does not return to active work after the approved leave period, the employee will be required to pay back the salary continuation and benefits costs received during the leave.
- e. If the employee voluntarily leaves the Contractor's payroll prior to working three years after returning to active work, the employee will be required to pay back the salary continuation and benefit costs on a prorated schedule based on the amount of time they have been back on the contractor's payroll.
- f. No educational assistance, travel or relocation expenses will be paid to employees on these leaves of absence with pay.

#### **4.6 Jury Duty**

An employee who is called for jury duty will be protected against loss of pay for the period of time needed to fulfill the obligation.

Employees will be paid their adjusted rate of pay for the regular day. Hours paid for under this policy will count as hours worked by salaried and hourly employees in the calculation of Overtime and/or Premium Pay.

#### **4.7 Death Benefits—Salaried Employee Payments**

In case of death of a salaried employee, salary payments may be continued until the end of the month following the month in which death occurs.

#### **4.8 Military Service, Training, and Emergency Duty**

Military service, training, and emergency duty policies are administrated in accordance with applicable laws contractor policies and procedures.

An employee will be granted a leave and protection against loss of pay for required military training and emergency duty. Such payments are limited to a maximum of two weeks per year (or four weeks every two years) for training and one month per year for emergency duty at the employee's adjusted rate.

An employee also may be paid for absences from work when required to register or take a physical examination required for entry into the armed forces.

#### **4.9 Community Service**

##### **4.9.1 Civic Leave**

Employees holding elected federal, state, or local government office may be permitted to utilize a reasonable period of working time with pay to carry out responsibilities which are required by the office and cannot be handled outside working hours.

##### **4.9.2 Civil Defense/Emergency Preparedness Exercises**

Employees who have volunteered and have been accepted by a local Civil Defense Organization to participate in community or national defense alert operations or in Civil Defense/Emergency Preparedness training may be excused from work for such participation without loss of pay for scheduled hours of work.

##### **4.9.3 Election Officials**

An employee who has been officially appointed to serve as an election officer, judge, or clerk may be excused from work without loss of pay for the period of time necessary to serve in such capacity.



#### **4.9.4 Voting Time**

Employees may be excused from work without loss of pay for the minimum time needed to vote in a national, state, county, or municipal election when the times available to vote are not sufficient to allow employees reasonable time to vote prior to or after their normal work shift.

#### **4.10 Group Insurance Plans**

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. Initial implementations or substantial changes to these plans require DOE approval. The features of these plans are set forth in policies and summary plan descriptions, a current copy of which will be provided to DOE. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws, and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation philosophy.

<b>Plan</b>	<b>Current Contractor Cost</b>
Group Life Insurance	Active salaried employees, retirees under 65–50% of full cost for basic life.
Medical Expense including Prescription Drug and Vision Plans	Active employees - as approved by DOE effective January 1, 2004 Retirees (with greater than 10 years full time service) - as approved by DOE effective January 1, 2004
Major Medical Medicare Supplement Plan	Retirees (with greater than 10 years full time service) - as approved by DOE effective January 1, 2004
Dental Expense Assistance Plan	Active employees - as approved by DOE effective January 1, 2004 Retirees under 65 - as approved by DOE effective July 1, 1996
Dental Expense Assistance And Vision Plan	0 - fully paid by retiree age 65 and older
Travel Insurance	100% of full cost
Voluntary Benefits	0 - fully paid by employee
Special Accident Insurance Plan	0 - fully paid by employee
Long Term Disability Plan	100% of full cost for replacement income - 60% of salary
Medical and Dependent Care Flexible Spending Accounts	Administrative Cost only

\* This table will be revised to reflect approved benefit plan changes when determined.

#### **4.10.1 Benefits Programs for Displaced Workers**

- a. The cost of medical plan coverage for contractor employees who have separated from employment, excluding those terminated “for cause,” will be reimbursable from the date of separation provided the employee was:
  - (1) On the employment rolls and voluntary or involuntary separation on or after September 27, 1991, as a result of the implementation of a work force restructuring plan requested by the Secretary of Energy; and,

- (2) eligible for medical insurance coverage under the contractor’s plan at the time of separation; and,
  - (3) not eligible for coverage under an employer’s group health plan or Medicare since the time of separation.
- b. Retirees eligible for medical coverage under the Contractor’s health plan will not be eligible for coverage under Section 3161 of the National Defense Authorization Act of 1993.
  - c. Benefits for displaced workers contained in a Workforce Restructuring Plan, developed pursuant to the National Defense Authorization Act of 1993, are reimbursable to the extent that a specific description of each benefit with supporting information and detailed projected costs has been reviewed and approved in advance by DOE, for inclusion in the Plan.

**4.11 Pension and Savings Plans**

The Contractor will be reimbursed for all costs incurred in implementing, administering, and funding the above plans. Initial implementations or substantial changes to these plans require DOE approval. The features of the Pension and Savings Plans are set forth in plan descriptions, current copies of which will be provided to DOE. These plans will be administered consistently and in accordance with applicable laws, Internal Revenue Service code, Plan Documents, and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure that the plan design meets Contractor objectives to provide income replacement value consistent with industry standards, and to assure the overall benefit package is reasonable and competitive from a total compensation perspective. The contractor cost of these plans is included in the table below:

<b>Plan</b>	<b>Contractor Cost</b>
Pension Plan	100% contractor paid
Savings Plan	100% match up to 2% of pay 50% match up to 4% of pay (4% of total pay)

**4.11.1 Reports**

The Contractor will submit copies of actuarial valuation reports (prepared by the Contractor’s actuarial consultants), a copy of IRS Form 5500 with schedules as submitted to IRS, and other financial or accounting reports developed or required in connection with the DOE reimbursed Pension and Retirement Plans.

#### **4.11.2 Non-Qualified Pension Plans**

Non-qualified Pension Plans implemented solely to replace the reductions in the Pension Plan benefit due to limitations imposed by Sections 415 and 401(a) 17 of the Internal Revenue Code are reimbursable under this contract. These plans will provide employees with benefits provided under the formulae expressed in the contractor's Pension plan and does not provide any additional benefit absent the Internal Revenue Code limitations. These benefits will be funded on a pay-as-you-go basis.

#### **4.11.3 Reserved**

#### **4.11.4 Contract Termination/Expiration**

The contractor shall not terminate any benefit plan without DOE approval. DOE will reimburse the contractor for allowable costs arising from qualified defined benefit pension plans, post-retirement life and medical insurance, and other welfare benefit liabilities for active and retired employees. It is the intention of DOE not to entertain any enhancements in these programs after the contractor announces the intention not to renew the contract. At the termination or expiration of this contract, the contractor's obligations to employees and retirees for these plans shall be discharged as described below:

a. Defined Benefit Plans

- (1) If the contract terminates or expires and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the contractor shall be relieved of, and indemnified by DOE, against any and all liabilities arising from such plans.

- (2) If the contract terminates or expires and there is no replacement contractor, the plan shall be terminated, or frozen, or merged with another DOE Contractor's qualified plan in accordance with the provisions of ERISA and the Internal Revenue Code (IRC). If the contracting parties decide to terminate the plan, annuity purchase bids will be solicited from a minimum of five of the ten largest insurance companies whose AM Best rating is A+ and who are currently selling pension plan termination annuities. After allowable obligations for liabilities (as those liabilities are defined in ERISA, Section 4044 and applicable rules or regulations, and as those liabilities are commonly and mutually understood by the contracting parties) and any tax liability of the corporation related to plan termination have been discharged, any remaining assets and earnings thereon (where earnings accrue from effective date of determination of the aforementioned liabilities to date of final settlement) shall be returned to the DOE. Those reasonable plan administrative expenses that cannot be billed to the plan will be reimbursed to the contractor. The Contracting Officer will, in his or her sole discretion, determine which plan administrative expenses are reasonable and will apply

Department of Labor guidelines to determine those expenses that may be billed to the plan. At an appropriate date before determination of the liabilities, the contracting parties shall meet to assure that plan liabilities are commonly and mutually understood. If plan assets are insufficient to cover the pension obligations stated in this paragraph, DOE shall provide additional funding to cover such obligations.

- (3) If the plan terminates before the contract terminates, the definition and disposition of assets and liabilities shall be as specified in paragraph (2).
- (4) Under the scenarios described in paragraphs (1), (2), and (3), the contractor shall actively manage all assets until the date of settlement. Such management shall include protection of principal if appropriate.

b. Defined Contribution Plan

Upon contract termination, individual employee accounts in the defined contribution plan shall be handled in accordance with the provisions of ERISA. Any unallocated funds (e.g., suspense accounts) shall be returned to the DOE.

c. Post-Retirement Life and Medical, and Other Benefit Obligations

- (1) If the contract terminates and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the contractor shall be relieved of, and indemnified by DOE, against any and all further liabilities arising from such plans.
- (2) If the contract terminates and there is no replacement contractor, DOE will reimburse the contractor in a timely manner for allowable costs incurred under this contract related to Contracting Officer-approved employee welfare benefit plans. If so requested by DOE at the time of contract termination or expiration, the contractor will continue as the sponsor of these plans until all liabilities of such plans are discharged.

d. Taxes and IRS Penalties

If contractor action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the contractor shall pay it from corporate funds.

If DOE action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the contractor shall pay it from DOE funds.

#### **4.12 Employee Assistance Program**

The Contractor will provide for an Employee Assistance Program consistent with the Drug Free Workplace Act of 1988. This benefit will be administered in accordance with the contract between the contractor and the EAP vendor. Periodic internal reviews will be conducted to assess cost/benefit of program delivery.

#### **4.13 Funeral Leave**

In the event of the death of a member of the employee's immediate family, a salaried employee may be granted leave with pay for up to four days.

#### **4.14 Suspension Provisions**

Time off, with or without pay, for a suspension under the Contractor's discipline program is allowable.

## 5. Employee Programs

### 5.1 Education and Training

#### a. Student Educational Programs

The Contractor may provide temporary employment opportunities for students under the cooperative education and student intern programs.

#### b. Educational Assistance Program

The Contractor may provide financial assistance to eligible employees who engage in educational activities in order to establish, maintain, or upgrade skill required by the Contractor. Eligible employees must satisfactorily complete courses of study to be eligible for assistance. The contractor must verify that educational institutions are nationally accredited prior to approving tuition reimbursement. (Must be accredited by accrediting institutions recognized by the Department of Education, e.g. the Council on Higher Education Accreditation website.) Educational assistance may include payment for tuition, textbooks, and fees. Payment may also be made for proficiency testing, which results in the granting of academic credit or is otherwise required by the school.

Regular work hours may be rescheduled to attend classes provided that there is no significant reduction in the employee's productive contribution caused by the rescheduling. Reduction of work schedules, with appropriate reduction of pay, and leaves of absence may be granted to facilitate course completion where deemed beneficial to pay for work under the Contract. Employees participating in Educational Assistance Program may use facilities, equipment, and services in support of their studies if approved by management.

#### c. University Program Participation

The Contractor may permit a rescheduling of regular work hours or a reduction in the work schedule and corresponding reduction in pay for Contractor employees who are engaged in teaching, planning, or general management at local colleges or universities.

#### d. Training

The Contractor may conduct or permit employees to attend training programs and courses that are based on training needs assessments. These training courses should contribute to the performance of work under the contract and be provided at reasonable costs to the government.

e. Benefit Plans Participation

Employees working on a reduced workweek schedule under 5.1.b and c will be permitted to participate in all employee plans, based on their full regular salaries and the continuation of full Company Service Credit.

## 5.2 Employee Recognition and Memberships

The costs of employee recognition programs and organizational and individuals memberships are allowable based on a budget formula not to exceed 1/4 of 1% of base payroll on September 30 of the prior fiscal year. Program costs include the following:

- a. Company service awards for achieving service milestones consistent with the Corporate service awards program.
- b. Safety awards and recognition to promote health and safety.
- c. Awards, recognition, and celebrations for participating in management initiatives, special achievements, retirement, and similar activities to the extent that they are reasonable and consistent with industry practice.
- d. The costs of organization and employee memberships in trade, business, and technical organizations necessary for effective performance of work under the contract provided they are reasonable and do not constitute payments for, or in support of, partisan and political (lobbying) activity.

## 5.3 Patent Awards

The cost of cash awards to inventors of patented technologies, authors of copyrighted works, and creators of mask works or copyrighted computer software that benefit the objectives of the Contractor and DOE are allowable. Program costs include the following:

- a. Cash Awards of \$750 may be made to each inventor (or each co-inventor) for each invention, upon issue of the patent by the U.S. Patent and Trademark Office. The maximum award amount for team awards is \$5000 per invention.
- b. Cash Awards of \$100 may be made to each author (or each co-author) of each trademark, upon issue of the trademark by the U.S. Patent and Trademark Office. The maximum award amount for a team of co-authors is \$250 per trademark.



- c. Cash Awards of \$500 may be made to creators of mask works or copyrighted computer software (other than scientific and technical articles) created, authored, conceived, or first reduced to practice within the scope of their employment, upon filing of the copyright or mask work registration for which the Contractor has asserted copyright for the purpose of registration and commercialization through licensing. The maximum award amount for a team of co-creators is \$3000 per copyright or mask work registered.

## 6. Travel and Relocation

- a. The Contractor may pay transportation, lodging, meals, incidental, relocation, and other expenses for employees or other persons required to travel or move in conjunction with the performance of work under this contract. Allowable costs for travel and relocation include costs according to applicable provisions of the FAR and DEAR, the Federal Travel Regulations, and the Internal Revenue Service auto allowance. The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law. The Contractor will maintain records based on its determinations to deviate in specific instances sufficient for audit review.
- b. When the Contractor requires employees to work at locations of significant distance from their regular assignment, on a temporary or permanent basis, geographic pay allowances may be appropriate. The intent is to keep employee's compensation and standards of living reasonably whole so that they suffer neither a significant financial loss nor gain because of the assignment. The ORNL Off-Site Assignment Policy (approved by DOE on May 7, 2004) will not be modified without DOE approval.
- c. Relocation costs are those costs incident to (1) the permanent change of duty station of an existing employee and (2) the recruitment of a new employee.
- d. Costs incurred in the recruitment of personnel consistent with applicable provisions of the DEAR and FAR and Federal Travel Regulations are reimbursable.

## **7. Miscellaneous Policies**

### **7.1 Participation in Association Activities**

Cost incurred as a result of participation in the activities of technical, professional, and business methods associations will be allowed, as long as reasonable and necessary for the performance of effective work under the contract.

### **7.2 Licenses and Fees**

The costs of required licenses, fees, and similar costs to certify and maintain employee qualifications to perform work under the contract are allowable. The Contractor will closely manage and control the number of licenses/fees to limit reimbursed costs to provide a sufficient number of qualified employees to reasonably perform the affected work under the contract.

### **7.3 Personnel Borrowed**

The cost associated with Battelle company or University of Tennessee employees not working for UT-Battelle borrowed for incidental work under this contract is reimbursable. Reimbursement for the time such employees work under this contract will be allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract will include the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel will be allowed on the same basis as for employees working on the contract.

### **7.4 Personnel Loaned**

The Contractor may loan, at no cost to the government, individuals working under this contract to other operations as long as it does not interfere with the performance of contract work. Each loan arrangement will be reviewed to assure no conflict of interest and will be approved by the cognizant UT-Battelle Director. A cumulative report showing all employees loaned, along with the total days loaned and services provided, will be submitted to the DOE annually.

### **7.5 Personnel Support Activities**

- a. **Wellness Program:** Costs of a Wellness Program to promote employee health and fitness are allowable. This program includes health and first aid clinics, fitness centers and the use of buildings and facilities when such use does not interfere with the official work of the Laboratory. Any significant enhancements to the approved ORNL Wellness Program Plan require prior DOE approval.

- b. The Contractor will be reimbursed for the costs incidental to the promotion of morale and welfare, and health and safety of employees such as: employee publications; net costs of in-plant food services (operated on a break-even basis); employees time to promote employee participation in Blood Drives, U.S. Savings Bonds and United Fund campaigns; and other similar incidental costs which may be sanctioned by the contractor.

## **7.6 Protective Clothing**

Employees who are required or allowed to wear special clothing, shoes and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals or radioactive contamination, guard exercise clothing, etc., are furnished such items at no cost to the employees. Cost of providing and laundering of such special clothing are allowable costs. Safety glasses or goggles and safety shoes other than those furnished by the Contractor (one pair of which may be sold to any employee once every two years at \$8 less than cost per pair in an attempt to prevent off-the-job lost-time accidents) are also allowable costs.

## **7.7 Security Suspension Pay**

- a. If the access authorization of an employee is suspended by direction of the Manager, Oak Ridge Operations Office, the Contractor shall transfer the employee to perform work not requiring access if such work is available. If a determination is made by the Contractor that no work is available in an uncleared area to which the employee may be transferred, the Contractor shall prepare a written report for the review and concurrence of DOE, setting forth the reasons for the determination. Subject to DOE's concurrence with such determination, the Contractor shall place the employee on leave with pay at the employee's current base compensation until the employee is notified in writing of the Hearing Officer's recommendation. If the Hearing Officer recommends revocation of access authorization the employee shall be placed on leave without pay. If the Hearing Officer recommends continuation of access authorization payment of the base wage shall be continued until final disposition of the case under Department procedures, 10 CFR Part 710.
- b. In the event the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by the employee on the position from which transferred, and such compensation shall continue until the employee is notified in writing of the Hearing Officer's determination. If the Hearing Officer recommends revocation of access authorization, compensation will be adjusted to the rate applicable to the job being performed.

If the Hearing Officer recommends continuation of access authorization, the base wage previously received shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.

- c. If at any stage of the access authorization procedure following a suspension, the employee's access authorization is reinstated and returns to work in the same or comparable position, the employee shall be reimbursed for net loss of base earnings during the period of suspension.

## **7.8 Business Expenses**

The following expenses to the extent reasonable and which contribute to the effectiveness of the Contractor's work under the contract will be allowable:

- a. Booklets and pamphlets describing the capabilities of the Contractor, e.g., operational, financial, personnel, etc.
- b. Cost of meetings, including cost associated with activities such as labor negotiations, recruiting, etc.
- c. The cost of business meals is allowable to the extent reasonable and necessary for the effective performance of contract work. The Contractor shall establish and maintain effective internal controls.

## **7.9 Spallation Neutron Source (SNS) Project**

Parties acknowledge that an SNS Working Group Report ("Plan to Assist in Recruitment of DOE Laboratory Employees for the Spallation Neutron Source Project") was approved by the DOE Director of Office and Science as a pilot program and was implemented on September 1, 1999. The SNS pilot will expire on June 30, 2006. All employees who were hired under the pilot program will retain their eligibility for those eligible SNS Pilot program benefits.

## **7.10 Key Personnel**

Changes to key personnel must be approved by DOE.

## **7.11 Resource Recruiting and Retention Toolbox**

Parties acknowledge that the human resource tools as described and outlined in the memorandum entitled the *Office of Science Human Resource Recruiting and Retention Tools*, as approved by the DOE Acting Chief Operating Officer George J. Malosh on May 3, 2006, will be recognized under the appropriate Appendix A sections.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX B**

**KEY PERSONNEL**

Attached to this Appendix B is the list of Key Personnel considered essential to the work being performed under this contract.

## APPENDIX B

### KEY PERSONNEL

See the clause in Section I entitled, “Key Personnel.”

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	Thomas Zacharia
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Energy and Environmental Sciences	Martin Keller
7. Associate Laboratory Director, Global Security	Brent Park
8. Associate Laboratory Director, Computing and Computational Sciences	Jeffrey Nichols
9. Associate Laboratory Director, Nuclear Science and Engineering	Kelly Beierschmitt
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Joseph Herndon
12. General Counsel	Nicole Porter
13. Chief Financial Officer	Scott Branham



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX C  
PERFORMANCE EVALUATION GUARANTEE AGREEMENT**

Attached to this Appendix C are the Performance Guarantee Agreements executed on behalf of the University of Tennessee by Joseph E. Johnson, President, on July 12, 1999 and on behalf of Battelle Memorial Institute by Dr. Douglas E. Olesen, President and Chief Executive Officer, on July 21, 1999.

## PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC05-99OR22725 for the Management and Operation of the Oak Ridge National Laboratory, by and between the Government and UT-Battelle, LLC, (Contractor), the undersigned, University of Tennessee (Guarantor), a corporate agency of the State of Tennessee and state university chartered under the laws of the State of Tennessee, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that

Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on July 12, 1999.

UNIVERSITY OF TENNESSEE



JOSEPH E. JOHNSON  
PRESIDENT

ATTESTATION INCLUDING APPLICATION  
OF SEAL BY AN OFFICIAL OF GUARANTOR  
AUTHORIZED TO AFFIX CORPORATE SEAL

## PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC05-99OR22725 for the Management and Operation of the Oak Ridge National Laboratory, by and between the Government and **UT-Battelle, LLC**, (Contractor), the undersigned, **Battelle Memorial Institute** (Guarantor), a nonprofit corporation incorporated in the State of Ohio with its principal place of business at Columbus, Ohio, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that

Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

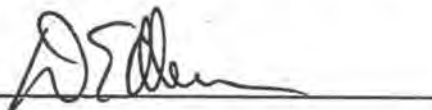
Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on July 21, 1999.

BATTELLE MEMORIAL INSTITUTE

BY: \_\_\_\_\_



TITLE: President and Chief Executive Officer

CORPORATE SEAL

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX D**

**PROCESS FOR INCORPORATION OF NEW AND REVISED DOE DIRECTIVES**

Attached to this Appendix D is the process to be utilized for the incorporation of new and revised DOE Directives into the Appendix E List of Applicable Directives (List B).



## Appendix D

### Process for Incorporation of New and Revised DOE Directives into the List of Applicable Directives (List B)

Pursuant to the requirements of the DEAR clause in Section I of the contract entitled, “970.5204-2 Laws, Regulations and DOE Directives,” this Appendix describes the process for incorporation of new and revised DOE Directives into the Appendix E List of Applicable Directives (List B).

On behalf of the Contracting Officer (CO), the Contracting Officer’s Representative (COR) will transmit notification of new or revised Directives to the contractor with a request for evaluation of the administrative and environment, safety and health requirements for impact to the contract.

DOE will also provide the contractor with the opportunity to comment on draft DOE Directives. Contractors must provide comments to DOE on draft DOE Directives by the stated deadline for their concerns to be recognized by DOE Headquarters.

**NOTE:** Contractor Directives Points of Contact must register on the DOE Directives Portal to receive notification of the publication of new/revised DOE Directives and the cancellation of DOE Directives.

As part of the impact assessment, the contractor determines (1) whether it agrees that the Directive is applicable, (2) if an Implementation Plan (IP) is required (i.e., the Directive cannot be implemented within existing funds and/or within 120 calendar days from the date of the COR’s request for an impact assessment), and (3) other information required by DEAR 970.5204-2. The contractor provides written notification of the results of the impact assessment to the COR, with a copy to the CO and the Oak Ridge Office (ORO) Directives Management Group (DMG). The impact assessment is due within 30 calendar days of the date of the COR’s request letter or as directed in the text of the letter.

Contractors shall ensure that Work Smart Standard (WSS) Sets and the associated development/maintenance processes meet the requirements of DOE M 450.3-1 or its successor.

When the contractor cannot fully implement new or revised requirements of Administrative Directives within existing funds and/or within 120 calendar days from the date of the COR’s letter requesting an impact assessment, the contractor shall prepare an Implementation Plan (IP) and provide it to the COR with a copy to the CO and the DMG.

IP revisions are required when the contractor makes substantive changes to an IP because of changing conditions, when deadlines established in the IP cannot be met, or when changes are requested by the COR. Revised IPs must be submitted before an existing commitment date is missed or within 30 calendar days from the date of the COR’s request letter. Revised IPs are to be submitted in the same manner as the original plan.



Contractors must not delete uncompleted actions from an IP between one revision and the next. If multiple revisions of a plan are involved, completed items must be noted as such in at least one revision before being deleted.

Contractors send a letter to the COR, with a copy to the CO and the DMG, requesting closure and stating that the corrective actions in the IP have been completed. Any ongoing activities are noted in the letter.

Requirements are added to the contract via the Requirements Change Notice (RCN) process described herein. The contractor is responsible for initiation of the quarterly revisions to List B by submission of a draft RCN to the CO with a copy to the DMG.

Unless other arrangements have been made, the quarterly RCN shall include the following:

- (a) The form (Attachment 1) entitled, “U.S. Department of Energy, Requirements Change Notice,” which provides the changes made in the current update of List B.
- (b) A “Summary of Changes, Baseline List of Required Compliance Documents” (Attachment 2) which identifies the authority for updating List B. The Summary of Changes delineates the following dates: (1) date of the COR impact assessment request; (2) date of contractor’s impact assessment response; (3) date of COR’s letter to contractor in response to contractor’s request for clarification or guidance; and (4) if needed, implementation plan submission and/or approval dates.

When the implementation plans are developed, approved, or closed, the compliance is so annotated on the RCN. Environment Safety & Health (ES&H) Directives are required to be listed on List B as well as in the WSS Set. ES&H-related Directives will be annotated by italics and/or a footnote. DOE Directives cannot be added or removed from List B without approval by the CO or the COR.

The CO will update List B on a quarterly basis by the issuance of a contract modification which includes the approved RCN. The established schedule for issuance of RCNs is as follows:

<b>SCHEDULE FOR ISSUANCE OF REQUIREMENTS CHANGE NOTICES</b>		
<b>Calendar Year Quarter</b>	<b>Contractor’s Submission Of Final Draft To CO</b>	<b>CO’s Target Date To Issue Contract Mod</b>
First (Jan, Feb, Mar)	February 28	March 31
Second (Apr, May, Jun)	May 31	June 30
Third (Jul, Aug, Sep)	August 31	September 30
Fourth (Oct, Nov, Dec)	November 30	December 31

**Attachment 1**

(Rev. 02/2009) <b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		RCN No. OR-
		Page 1 of XX
PROJECT: Contract Baseline Documentation	LOCATION: Oak Ridge, Tennessee	
CONTRACTOR:		
CONTRACT NO.:	DATE OF CONTRACT:	
<p>This Requirements Change Notice (RCN) No. OR-XX incorporates into List B, Contract No. DE-XXXX –XXXXXX, the attached list of applicable documents, which have been assessed against the terms and conditions of the contract in accordance with the Clause in Section I entitled, “970.544-2 Laws, Regulations and DOE Directives.” This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. (In accordance with the Contractor’s established procedure, information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets.) ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote in List B. Changes to List B are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b></p> <p><b><u>ADDITIONS:</u></b></p> <p><b><u>DELETIONS:</u></b></p> <p><b><u>EXTENSIONS:</u></b></p> <p><b><u>UPDATES:</u></b></p> <p><b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b></p> <p><b><u>ADMINISTRATIVE CORRECTION:</u></b></p>		
DOE AUTHORIZING SIGNATURE:	DATE:	
XXXXXX, Contracting Officer’s Representative		



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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX E**

**LAWS, REGULATIONS, AND DOE DIRECTIVES**

**Summary of Changes for RCN-49  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 243.1	Records Management Program	Deletion Implementation Plan approved for closure by DOE on 02/22/012	ORNL Letter 02/16/2012 ORO Approval 02/22/2012
DOE O 243.1A	Records Management Program	Implementation Plan submitted to DOE on 05/16/2012	ORNL Letter 02/17/2012 ORNL Letter 05/16/2012
DOE O 420.2C	Safety of Accelerator Facilities	Implementation Plan, Revision 1, approved by DOE on 03/13/2012	ORO Rejection 01/13/2012 ORNL Letter 02/15/2012 ORO Approval 03/13/2012
DOE O 422.1	Conduct of Operations	Implementation Plan approved for closure by DOE on 04/17/2012	ORNL Letter 04/10/2012 ORO Approval 04/17/2012
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities	Implementation Plan approved for closure by DOE on 04/30/2012	ORNL Letter 04/24/2012 ORO Approval 04/30/2012
DOE M 470.4-6, Change 1	Nuclear Material Control and Accountability	Deletion	ORNL Letter 05/11/2012
DOE O 474.2, Adm. Change 1	Nuclear Material Control and Accountability	Addition	ORNL Letter 05/11/2012
DOE O 482.1	DOE Facilities Technology Partnering Programs	Deletion	ORO Letter 04/17/2012
DOE STD-1090-2011	Hoisting and Rigging	WSS Identification Team Report to be submitted to DOE by 06/28/2012	ORO Letter 03/29/2012 ORNL Letter 04/27/2012
40 CFR 50-99	CAA Implementing Regulations	WSS Administrative Change WSS Set 1 Change 85	ORNL Letter 03/21/2012 ORO Approval 04/23/2012
40 CFR 225	Corps of Engineers Dredged Material Permits	WSS Administrative Change WSS Set 1, Change 84	ORNL Letter 04/10/2012 ORO Approval 04/23/2012
Tenn. R. & Reg. 0400-18-01	Underground Storage Tank Program	Administrative Change WSS Set 1, Change 83	ORNL Letter 05/16/2012

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3A	10/14/2010	Unclassified Foreign Visits and Assignments Program		
Compliance Line: Implementation Plan, Modified, approved by DOE on 08/29/2011.				
DOE O 150.1	05/08/2008	Continuity Programs		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE O 205.1B	05/16/2011	Department of Energy Cyber Security Program		
Compliance Line: Implementation Plan to be submitted to DOE upon issuance of Senior DOE Management Risk Management Approach Implementation Plan.				
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2A	04/08/2011	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1B	03/04/2011	Accident Investigations		
DOE O 227.1	08/30/2011	Independent Oversight Program		
DOE O 231.1B	06/27/2011	Environment, Safety and Health Reporting		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 232.2	08/30/2011	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in WSS. See Footnote (1).

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
DOE O 241.1B	12/13/2010	Scientific and Technical Information Management		
DOE O 243.1A	11/07/2011	Records Management Program		
<b>Compliance Line: Implementation Plan, to be submitted to DOE on 05/16/2012.</b>				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1A	02/23/2011	Technical Standards Program		
DOE O 313.1	11/19/2009	Management and Funding of the Department's Overseas Presence		See Footnote (2)
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 3	02/23/2010	Contractor Human Resource Management Programs		
DOE O 350.2B	05/31/2011	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B, Administrative Change 1	01/31/2011	Laboratory Directed Research and Development		
DOE O 413.3B	11/29/2010	Program and Project Management for the Acquisition of Capital Assets		
<b>Compliance Line: Implementation Plan, approved by DOE on 08/12/2011.</b>				
DOE O 414.1D	05/23/2011	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.2C	07/21/2011	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 03/13/2012.</b>				
DOE O 422.1	06/29/2010	Conduct of Operations		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 425.1D	04/16/2010	Verification of Readiness to Start Up or Restart Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 426.2	04/21/2010	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b> <b>may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
DOE O 430.1B, Change 2	04/25/2011	Real Property Asset Management		
DOE O 433.1B	04/21/2010	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 435.1-1, Administrative Change 2	06/08/2011	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 436.1	05/02/2011	Departmental Sustainability		
DOE O 440.2C, Administrative Change 1	06/22/2011	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 442.2	07/29/2011	Differing Professional Opinions for Technical Issues Involving Environmental, Safety and Health Technical Concerns		
DOE O 443.1B	03/17/2011	Protection of Human Subjects		
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE O 456.1	05/31/2011	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 458.1, Administrative Change 2	06/06/2011	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, approved by DOE on 11/30/2011.				
DOE O 460.1C	05/14/2010	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-2A	07/23/2009	Physical Protection		
Compliance Line: Implementation Plan, Revision 1, submitted to DOE for closure on 08/18/2011.				
DOE O 470.4B	07/21/2011	Safeguards and Security Program		
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1, Administrative Change 1	01/13/2011	Manual for Identifying and Protecting Official Use Only Information		

Appendix E  
 Baseline List of  
 Required Compliance Documents  
 List B - List of Applicable Directives

<b>DOE Directives                      may be found at the following address:  <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
DOE O 471.3, Administrative Change 1	01/13/2011	Identifying and Protecting Official Use Only Information		
DOE O 471.5	03/29/2011	Special Access Programs (Official Use Only)		
DOE O 471.6	06/20/2011	Information Security		
DOE O 472.2	07/21/2011	Personnel Security		
DOE O 473.3	06/27/2011	Protection Program Operations		
Compliance Line: Implementation Plan, submitted to DOE on 11/15/2011.				
<b>DOE O 474.2, Administrative Change 1</b>	<b>05/11/2012</b>	<b>Nuclear Material Control and Accountability</b>		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2A	02/01/2011	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1, Administrative Change 1	03/14/2011	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with exceptions	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>Work Smart Standards (WSS) Sets may be found at the following address: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></b>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	83 05/16/2012 84 04/23/2012 85 04/23/2012	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	24 08/08/2011	
WSS Set 3	09/30/1996	Accelerator Facilities	5 09/09/2011	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	23 08/08/2011	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	22 08/08/2011	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	23 08/08/2011	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	11 01/21/2011	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	26 08/08/2011	
WSS Set 13	04/18/2003	Spallation Neutron Source	5 09/09/2011	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX F  
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS-CLEARED FINANCING ARRANGEMENT**

Agreement entered into this 30th day of January, 2006, between the **UNITED STATES OF AMERICA**, represented by the Department of Energy (DOE), and **UT-BATTELLE, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and **SunTrust Bank, Inc.**, a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

**RECITALS**

- (a) On the effective date of April 12, 1999, DOE and the Contractor entered into Agreement No. DE-AC05-00OR22725, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts advanced to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by the Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (see Fig. IX-10).

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit account shall be designated UT-Battelle, LLC, [account title] Account.

**COVENANTS**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The Government shall have title to the credit balance in said account to secure the repayment of all advance payments made to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution with respect to such accounts.
- (2) The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the deposit and withdrawal of funds in the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from the Contractor, on behalf of DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Contractor acting on behalf of DOE and purporting to be signed by, or signed at the written direction of, the Contractor may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by the Contractor.

- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six years after the final payment under the Agreement.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

U.S. Department of Energy  
Oak Ridge Operations Office  
Post Office Box 2001  
Oak Ridge, Tennessee 37831-8759  
Fax: (865) 241-2549

- (5) DOE shall authorize funds (in the form of a Letter of Credit) that are irrevocable to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict Automated Standard Application for Payments (ASAP) withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

If documentation furnished by the Financial Institution demonstrates that this withdrawal procedure would be inequitable to DOE or to the Financial Institution, Covenant 5 may be modified upon agreement of all parties concerned. The Financial Institution shall comply with the provisions contained in I TFM 6-2000, which states that payment vouchers (TFS form 5805) ordinarily should not be drawn more frequently than daily or for amounts less than \$5,000 and in no case should they be drawn for more than \$50,000,000 unless otherwise stated in the Letter of Credit. In the event that the balance remaining in the Letter of Credit limitation is not sufficient to cover the checks presented, the Department of the Treasury will, at the specific authorization of DOE, instruct the Federal Reserve Bank to immediately wire a transfer of funds from the Department of the Treasury account to the Financial Institution's account, for the benefit of the Contractor's special demand deposit account, in an amount sufficient to cover the check presented in excess of the available Letter of Credit balance.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Contractor's Solicitation No. AGS-08 dated September 22, 2005. The Financial Institution agrees that per-item costs detailed in the form *Schedule of Financial Institution Processing Charges* and contained in the Financial Institution's proposal dated October 26, 2005, will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

- (6) The Financial Institution shall post collateral, acceptable under Title 31 CFR 202/Treasury Financial Manual Part 6, Chapter 9000, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of five years beginning on the 1st day of February, 2006, and ending on the 31st day of January, 2011.
- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
- (11) In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. During this 90-day period, DOE shall place on deposit in that account sufficient funds to cover all outstanding checks presented for payment.

During the 90-day period, it is further understood that:

- (a) The Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the account, less Federal Deposit Insurance Corporation (FDIC) coverage on the accounts, and that no cost of such collateralization shall accrue to the Contractor or DOE.
- (b) All service charges shall be consistent with the amounts reflected in this Agreement as identified in *Schedule of Financial Institution Processing Charges*.
- (c) No charge will be made for any FDIC or other depository insurance assessed.
- (d) All terms and conditions of the Financial Institution's proposal dated October 26, 2005, which are not inconsistent with this 90-day additional term shall remain in effect.



(e) This Agreement shall continue in effect, with exception of the following:

1. Letter of Credit (Covenant 5)
2. The term of this Agreement (Covenant 7)
3. Termination of Agreement (Covenants 8 and 9)

(12) Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s) and to the extent of such transfer and notice thereof to the Financial Institution, the Contractor shall have not further responsibilities hereunder.

The Financial Institution has submitted the forms entitled *Technical Representations and Certifications (Jul 2005)*, *Schedule of Financial Institution Processing Charges*, and *Option*. These forms have been accepted by the Contractor and DOE and are incorporated herein with the document entitled *Statement of Work dated July 20, 2005*, as an integral part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY**

BY: Beverly J. Harness  
Beverly J. Harness, Contracting Officer

DATE: 1/30/2006

**UT-BATTELLE, LLC**

BY: Barry R. Miller  
Barry R. Miller, Director, Contracts Division

DATE: 1/4/06

**SUNTRUST BANK, INC.**

BY: Bob L. Whalley

DATE: 1/20/2006



NOTE – The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, Linda K. Larkin, certify that I am the Board Secretary of the corporation named as Financial Institution herein; that BOB L. WRATHER, who signed this Agreement on behalf of the Financial Institution, was then S.V.P. of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Linda K. Larkin  
(Corporate Seal)(Signature)

Rec 3/1/2011

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS-CLEARED FINANCING ARRANGEMENT  
MODIFICATION NO. 1**

Modification entered into this 1<sup>st</sup> day of FEBRUARY, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and UT-BATTELLE, LLC, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and SunTrust Bank, Inc., a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

**COVENANTS**

Paragraph (7) is deleted in its entirety and is replaced with the following:

(7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of February, 2006, and ending on the 31st day of March, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

**THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY**

BY: Mark A. Million  
Mark A. Million, Contracting Officer

DATE: 1/31/2011

**UT-BATTELLE, LLC**

BY: Jerome K. Hicks  
Jerome K. Hicks, Director, Contracts

DATE: 1/31/2011

**SUNTRUST BANK, INC.**

BY: Bob Whaltes

DATE: 2-8-2011

NOTE – The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Modification and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Modification on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Modification and the Certificate.

**CERTIFICATE**

I, Eugene S. Hine, certify that I am the Group Vice President of the corporation named as Financial Institution herein; that Bob Worrather, who signed this Modification on behalf of the Financial Institution, was then Senior Vice President of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Eugene S. Hine  
(Corporate Seal)(Signature)

Rec 4/6/2011

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS-CLEARED FINANCING ARRANGEMENT  
MODIFICATION NO. 2

Modification entered into this 28<sup>th</sup> day of MARCH, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and UT-BATTELLE, LLC, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and SunTrust Bank, Inc., a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

COVENANTS

Paragraph (7) is deleted in its entirety and is replaced with the following:

(7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of February, 2006, and ending on the 31st day of March, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY

BY: Mark A. Million  
Mark A. Million, Contracting Officer

DATE: 3/28/2011

UT-BATTELLE, LLC

BY: Jerome K. Hicks  
Jerome K. Hicks, Director, Contracts

DATE: 3/28/11

SUNTRUST BANK, INC.

BY: Bob Hatcher, S.V.P.

DATE: 4-1-2011

NOTE – The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Modification and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Modification on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Modification and the Certificate.

**CERTIFICATE**

I, Eugene S. Hine, certify that I am the Strategic Financial Officer of the corporation named as Financial Institution herein; that Bob Alexander, who signed this Modification on behalf of the Financial Institution, was then Senior Vice President of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

  
\_\_\_\_\_  
(Corporate Seal)(Signature)

## STATEMENT OF WORK

July 20, 2005

### **General Requirements**

Requirements include the establishment and maintenance of government fund demand deposit accounts and the accurate and timely processing of all banking services related to these accounts. Banking services that are required include, but are not limited to: zero balance accounts; controlled disbursement; positive pay; account reconciliation; Electronic Funds Transfer (EFT) including Automated Clearing House (ACH) and wires - domestic and foreign; Electronic Data Interchange (EDI); web-based inquiry and processing capabilities; miscellaneous services such as stop payments, cancels, issues and paid check imaging; and a variety of additional reporting and communication needs.

### **Bank Account Information and Requirements**

Establish and maintain Government Fund Accounts (GFAs) for disbursement activities. At present, five government fund demand deposit accounts are utilized. UT-Battelle, LLC (Contractor), reserves the right to consolidate existing accounts or establish additional accounts as needed during the term of the Agreement. All accounts are established as zero balance accounts and are funded by the "payments cleared method of financing" as described in a subsequent section of this Statement of Work document. Descriptions of currently established disbursement accounts follow.

#### Master Account

Direct disbursements from this account are limited to all wire transfers and the ACH transmittals generated for payment of general liabilities. Additionally, this account is utilized to fund all other government fund accounts listed below. Under the payments-cleared method of financing, the Financial Institution will make a daily draw from the U.S. Department of the Treasury's (Treasury) Automated Standard Application for Payments (ASAP) System which will be credited to this master account in order to bring all accounts, including this master account, back to a zero (\$0.00) balance. No paper checks are issued from the master account.

Note: The Financial Institution must be a Treasury-approved government deposit insurance organization as identified in 1 TFM 6-9000. Accordingly, the Financial Institution shall post collateral with the Federal Reserve Bank (FRB), in an amount equal to the net balance of federal funds deposited into this master account, less the Treasury-approved deposit insurance.

#### Sub-Account – General Payables

Disbursements are limited to paper checks issued in satisfaction of general vendor account liabilities. This account is established as a positive pay, controlled disbursement account.

Sub-Account – Worker’s Compensation and General Liability

Disbursements are limited to paper checks issued in payment of liabilities under the Contractor’s Worker’s Compensation Self-Insurance plan. This account is established as a positive pay, controlled disbursement account. Special Note: Check payments for worker’s compensation liabilities are issued by a third-party administrator; therefore, file transfers of issues will be presented to the Financial Institution by this party.

Sub-Account – Payroll Disbursements by Check

Disbursements are limited to paper checks issued in satisfaction of payroll liabilities. This account is established as a positive pay, controlled disbursement account.

Sub-Account – Payroll Disbursements by ACH

Disbursements are limited to ACH payments issued in satisfaction of payroll liabilities.

Special Note: Other than any credit(s) due to the receipt of a returned/rejected disbursement item(s), all sub-accounts receive only one credit (deposit) per day, resulting through funding from the master account for zero-balancing. As well, the master account receives only one credit per day, resulting from the daily ASAP draw. Any other credit(s) to the master account must be due to receipt of a returned/rejected disbursement issue(s). The “netting” of accounts by offsetting disbursements with deposit receipts, other than the ASAP draw, is not permitted.

See the “Depository and Cash Services” section of this Statement of Work for a more detailed explanation of general deposit requirements.

Payments-Cleared Method of Funding

As a Prime Contractor to the United States Department of Energy (DOE), the Contractor is wholly dedicated to the operation and management of the Oak Ridge National Laboratory (ORNL). As such, the Contractor receives full funding under the “payments cleared method of funding.” The payments-cleared funding arrangement is a financing method utilized by the federal government for financing grants, contracts, and other programs and utilizes a payment system called the ASAP 1031 Account. In brief, this “on line” program is used by the Financial Institution to effect full reimbursement for all payments “paid” by the Financial Institution on behalf of the Contractor on a given day. Under this arrangement, the Contractor issues payments for program costs, utilizing controlled disbursement accounts as described above. The Financial Institution will honor the payments presented for collection without pre-funding of accounts. At the close of each business day, on an intraday basis, the Financial Institution will zero balance all sub-accounts with an offsetting charge to the master account to determine the total amount advanced during the day. The Financial Institution will then access the ASAP system, using software furnished by the Treasury’s Financial Management Service (FMS), connecting it to the FRB of Richmond to advise Treasury of the amount advanced. The FRB will immediately arrange a “draw” against DOE’s authorized funds for same day credit to the Financial Institution’s reserve account at its FRB. Funds are provided by a repetitive Fed Wire. The daily draw should bring the Contractor’s full chart of government account balances back to zero. To receive same day credit, the



payment request must be received by the FRB of Richmond by 5:45 p.m. Eastern time. The intraday cut-off time established must be sufficient to meet this deadline; however, it should be as late in the day as administratively possible in order to minimize the potential for overdrafts. The amount of the daily drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible. If the Financial Institution has a pattern of excess drawdowns and fails to correct the problem after written notice from DOE, the Financial Institution will be assessed interest on all excess balances at the Federal Funds Rate for the month(s), and the Special Financial Institution Account Agreement will be terminated. Penalties will be remitted to the cognizant DOE finance office.

Normally, the Financial Institution's daily ASAP draw requirement ranges from \$1 Million to \$8 Million and averages approximately \$4 Million. However, at least once per month, upon issue of the monthly payroll, the draw requirement is approximately \$20 Million. The Financial Institution must have sufficient reserves to cover this intraday overdraft pending end of day settlement/reimbursement through the Treasury's ASAP system.

After award, the DOE finance office will provide the Financial Institution with enrollment forms that will permit withdrawal of funds from the ASAP 1031 account at the FRB of Richmond. The Financial Institution will complete the forms and return them to DOE for further processing.

#### **In-house Check Generation**

Accept and process paper checks generated in-house by the Contractor. The Contractor uses commercially available, blank check stock to generate its paper checks. Paper checks are printed in-house and distributed daily.

#### **On Line Communication and Processing**

Provide a secure, web-based communication and processing system(s) for check imaging display, wire transfer processing, stop payment processing and inquiry, and file transmissions (ACH, EDI, Positive Pay). Unique user identifications and passwords, along with specified authorizations, will be issued for individual personnel as requested by the Contractor.

#### **Positive Pay**

Provide positive pay for all controlled disbursement accounts (currently three accounts as described above). Check issues are processed each business day. An approximate average of 2,000 checks are issued each month from the combined controlled disbursement accounts. The Contractor defines the positive pay function as follows: Each business day, the Contractor sends to the Financial Institution, an electronic file containing data representing checks issued or voided on the previous business day. For each controlled disbursement account, file data includes account number, check serial



number, and respective amounts. The Financial Institution will provide a web-based product to facilitate transmission of respective files. The check issue and void information will be used by the Financial Institution to create and maintain an outstanding check file. Newly issued checks are accumulated into the outstanding check file. Voided checks are removed from the outstanding check file. As checks are presented to the Financial Institution, the Financial Institution compares the encoded check information to the outstanding check file. Matching items are considered to be approved for payment and removed from the outstanding check file. Non-matching items are reviewed by the Financial Institution for encoding errors. Encoding errors are corrected by the Financial Institution, and the check is removed from the outstanding check file. Non-matching items not resulting from encoding errors are referred to the Contractor's Treasury Services personnel for resolution. The purpose of this function is to allow the Contractor sufficient time to return any unauthorized payments within 48 hours as provided by the Uniform Commercial Code. In addition to the mechanism for daily file processing for positive pay as described above, the Contractor requires web-based processing capabilities for transmission of manual issues and voids.

### **Stop-Payment Processing**

Provide stop payment capability. Stop payment orders will be placed by the Contractor via the web-based communication and processing system provided by the Financial Institution. Stop payments shall not be labeled or treated as cancellations or voids on the bank reports or on the check inquiry system. Rather, the stop payment items should be clearly identified as such.

### **Electronic File Transfer/EDI Services**

Submit Cash Concentration or Disbursement (CCD) and Pre-arranged Payments and Deposits (PPD) formatted payment files to the ACH on a daily basis. The Contractor creates National Automated Clearing House Association (NACHA) compliant CCD and PPD payment files on a daily basis. These files are transferred electronically to the Financial Institution who submits those files on the Contractor's behalf to the ACH.

Translate a payment file from a proprietary format into Corporate Trade Exchange (CTX) format and submit the file to the ACH on a daily basis. The Contractor creates an electronic file in a proprietary format to pay vendors requesting CTX payments via the ACH. These files are transferred to the Financial Institution who reads the file and translates it to a NACHA compliant CTX format and submits the file on the Contractor's behalf to the ACH.

As stated above, all file transfers to and from the Financial Institution will be executed via a secure, web-based platform provided by the Financial Institution.

### **Checks-Paid File**

Provide paid item files, electronically, for each controlled disbursement account, no later than 7:00 a.m. on the first work day of each calendar month following the close of business for the previous month. To accommodate the Contractor's fiscal year end deadlines with DOE, the checks paid file for September business will be needed by 7:00 a.m. on the first calendar day subsequent to the Contractor's last working day in September, whether or not this falls on a work day. Provide individual files for each controlled disbursement account.

### **Testing Environment**

Provide a test environment for file transfer transactions during implementation and on an on-going basis. During implementation and in the event program changes are made to the Contractor's software, system testing is desirable to the point that data files are passed to and reviewed by the Financial Institution.

Provide Magnetic Ink Character Recognition (MICR) document and image quality control services for testing of paper checks as requested by the Contractor on an as-needed basis.

### **Disaster Recovery**

Sufficient disaster recovery plans must be in place to insure uninterrupted service to the Contractor's payees.

### **Account Reconciliation Services/ Information Requirements**

Provide, by fax or on-line access, monthly bank statements for all accounts no later than 7:00 a.m. on the first work day of each calendar month following close of business for the previous month. To accommodate the Contractor's fiscal year end deadlines with DOE, statements for the September business will be needed by 7:00 a.m. on the first calendar day subsequent to the Contractor's last working day in September, whether or not this falls on a work day. Official hard copies of the statements should follow in the U.S. mail.

Provide both full and partial reconciliation reports/services for all disbursement accounts.

Provide web accessible reports, on a daily basis, providing the following information for all accounts: summary funding and reconciliation totals of daily account activity; daily and cumulative listing of un-matched checks; stop payments placed, revoked, or rejected; cancels/voids or corrected paid items; and same day and previous day balance reporting.

### **Check Imaging**

Provide real-time, on-line access to paid item images via a web-based product. In addition, file(s) of the paid check images shall be routinely provided to the Contractor on CD-Rom.

## **Wire Transfers and Drafts**

### Foreign Drafts

Provide Contractor with in-house method for foreign denominated paper draft preparation and printing.

### Wires

Contractor makes extensive use of Domestic FedWire transactions and foreign wire transactions using Society for Worldwide Interbank Financial Telecommunications (SWIFT). Financial Institution will provide on-line service for initiating wire transfers. Also, an alternative (manual) method must be available for processing wire transfers in the event of system problems. Contractor requires capabilities for making international wire transfers in U.S. and/or foreign currency denominations. Provide capability for transacting international wires through correspondent U.S. banks and wire transactions going through multiple foreign banks. Provide same-day clearing of all wire transfers transacted in U.S. currency. Provide real-time foreign exchange rates.

## **Depository and Cash Services**

### Depository Services

As described earlier, no deposits are made to any of the government fund accounts with the single exception of the daily draw through ASAP. Any deposits made by the Contractor on behalf of DOE must be credited to the Financial Institution's Treasury General Depository Account. All of the deposits are credited and reported daily on the Treasury's *Cashlink* Federal Deposit Reporting System. This system arranges for "same day" sweep of these accounts to the Federal Reserve for credit to the Treasury. Compensation for collection float is paid by the Treasury directly to the Financial Institution as a part of the Financial Institution's agency agreement with the Treasury. Therefore, in order to qualify to perform the services in this proposal, the Financial Institution must have entered into a separate agreement with Treasury's FMS, qualifying as a collection agency.

Although most collections for DOE are directed through a Treasury lockbox system (which is not part of this procurement), the Contractor does receive some direct mail and over-the-counter receipts that must be deposited regularly. As described in the paragraph above, these deposits must be credited to the Treasury General Account rather than to the GFA accounts for the Contractor. The current operating procedure calls for the Contractor to make separate deposits to a commercial clearing account which is part of the Financial Institution's sweep system. This account is subjected to electronic analysis to determine number of items deposited and, using American Banker's Association (ABA) Routing & Transit designations, establishes assigned float that is then incorporated into the Financial Institution's periodic billing to the Treasury's FMS. The Financial Institution is fully compensated for these services by the Treasury through the FMS billing. Therefore, there should not be any analysis charge assessed for these services under this procurement.

In summary of the above, the Financial Institution must be an "approved" depository agency having an established depository agreement with the Treasury's FMS. The

Financial Institution must have access to *Cashlink* and be willing to accept the Treasury's compensation for deposit and processing and float cost as full payment for depository services rendered. Further, the Contractor requires that returned deposit items, other than "no account," "account closed," or "payment stopped," shall be resubmitted one time before being charged back against the Treasury General Account.

#### Deposit Verification

The Financial Institution must provide for deposit verification and return of validated deposit receipts to the Contractor.

#### Change Order Services

The Contractor has limited change order requirements in support of miscellaneous employee services. On a weekly basis and based on a pre-determined schedule, the Financial Institution will provide a change order of cash funds as requested by Contractor.

#### **Monthly Analysis Statement**

The Financial Institution will provide the Contractor with an account analysis monthly. The account analysis will include the data necessary for the Contractor and/or the DOE finance office to determine that the costs of the services are commensurate with the level of compensation being provided to the Financial Institution, and that the average daily demand account balance is being maintained net positive and as close to zero as administratively possible.

#### **Data Mapping Services – OPTIONAL**

Provide data mapping services to convert all input and output data in accordance with specifications as set by the Contractor. Reference the attached document entitled *Contractor's File Layout Specifications*.

**SOLICITATION NO. AGS-08**  
**LISTING OF ACRONYMS**

ABA	American Banker's Association
ACH	Automated Clearing House
ASAP	Automated Standard Application for Payments
CCD	Cash Concentration or Disbursement
Contractor	UT-Battelle, LLC
CTX	Corporate Trade Exchange
DOE	United States Department of Energy
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
FDIC	Federal Deposit Insurance Corporation
FMS	Financial Management Service
FRB	Federal Reserve Bank
FRCS	Federal Reserve Communication System
GFA	Government Fund Account
MICR	Magnetic Ink Character Recognition
NACHA	National Automated Clearing House Association
ORNL	Oak Ridge National Laboratory
PPD	Pre-Arranged Payments and Deposits
SOW	Statement of Work
SWIFT	Society for Worldwide Interbank Financial Telecommunications
Treasury	United States Department of the Treasury

**SOLICITATION NO. AGS-08  
TECHNICAL REPRESENTATIONS AND CERTIFICATIONS (Jul 2005)**

The Financial Institution makes the following technical representations and certifications as part of its offer to provide service under a payments-cleared financing arrangement. (Check parentheses and complete blanks, as appropriate. All information is necessary.)

**1. Financial Institution Fiscal Information**

- a. The Financial Institution is a ( ) national chartered financial institution (  ) state chartered financial institution organized and existing in the State of Georgia.
- b. The Financial Institution (  ) maintains ( ) does not maintain an account with a Federal Reserve Bank.
- c. The current (  ) Federal ( ) State time deposit reserve requirement for the Financial Institution is 0 %. Normal rate is 10% but waived for UT Battelle.
- d. The Financial Institution (  ) insures ( ) does not insure each time account for \$100,000 under federally approved deposit insurance. Deposits (  ) are ( ) are not insured by a Government deposit insurance organization approved by the Department of the Treasury. Explain negative responses, if any, below.
  
- e. The Financial Institution (  ) has ( ) does not have direct on-line access to the Federal Reserve Communication System (FRCS). Explain negative response, if any, below.
  
- f. To receive same-day credit from the Federal Reserve, the Financial Institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by 4:30 p.m. Eastern time.

**2. Minority Business Enterprises**

- a. The Financial Institution ( ) operates (  ) does not operate as a minority-owned business enterprise with at least 50 percent ownership by minority group members. (For present purposes, minority group members are Asian Pacific Americans, Black Americans, Hispanic Americans, Indian Tribe, Native Hawaiian Organization, Native American, and Subcontinent Asian American).
- b. The Financial Institution ( ) operates (  ) does not operate as a woman-owned business enterprise with at least 50 percent ownership by women members.

3. Technical

- a. Does the Financial Institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the Contractor as stated in the *Schedule of Financial Institution Processing Charges*?

Service: (x) Yes ( ) No

Reconciliation: (x) Yes ( ) No

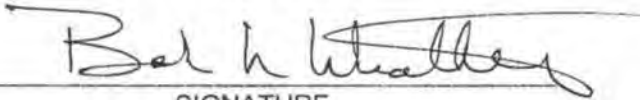
- b. What is the highest number of payments serviced and reconciled for a single account?

Service: Account Reconciliation

Reconciliation: 10,435

Bob L. Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2005

DATE

CORPORATE SEAL



**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

TMA Code	Services	Contractor's Projected Monthly Quantity	Price Per Unit	Total
<b>DEMAND DEPOSIT SERVICES</b>				
10100	Other Miscellaneous Debits	4	\$ 0.16	\$ 0.64
10000	Account Maintenance – Monthly	9	\$13.00	\$ 117.00
150100	Items Paid	1	\$ 0.16	\$ 0.16
250200	Electronic Debits Posted	71	\$ 0.04	\$ 2.84
250200	Electronic Credits Posted	2	\$ 0.04	\$ 0.08
100220	On-Us Items	1	\$0.085	\$ 0.085
100222	Clearinghouse Items	1	\$0.095	\$ 0.095
100223	Local Fed/In State Fed	1	\$0.115	\$ 0.115
100224	Out Of State Items	1	\$ 0.15	\$ 0.15
10310	Duplicate Statement	5	\$ 2.00	\$ 10.00
<b>CONTROLLED PAYMENT SERVICES</b>				
150120	Control Payments-Check Paid	2163	\$ 0.075	\$162.23
150310	Controlled Payment-Mismatches	1	\$ 2.00	\$ 2.00
150030	Controlled Payment-Mth Maint	3	\$ 60.00	\$180.00
400199	CPR Auto D/T To Bank/Tran	22	\$ 5.00	\$110.00
400199	CPR Auto D/T To Bank/Rcrd	2187	\$ 0.01	\$ 21.87
400199	CPR Auto D/T To Client/Tran	1	\$ 0.00	\$ 0.00
400199	CPR Auto D/T To Client/Rcrd	1	\$ 0.00	\$ 0.00
<b>ZERO BALANCE SERVICES</b>				
10020	ZBA Master Account	1	\$ 10.00	\$ 10.00
10021	ZBA Sub Account	4	\$ 5.00	\$ 20.00
<b>DISBURSEMENT IMAGE SERVICES*</b>				
151350	Check Image-CD Rom Mth Maint	1	\$ 32.00	\$ 32.00
151351	Check Image CD-Rom Item	2184	\$ .035	\$ 76.44
151350	Check Image-Addl CD Mth Maint	1	\$ 50.00	\$ 50.00



**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>WIRE TRANSFER SERVICES</b>			
350000	Wire Trsf Monthly Maint/Acct	2	
			\$ 5.00
			\$ 10.00
350200	W/T Out Rep/Semi (Oper Assist)	1	
			\$ 5.00
			\$ 5.00
350300	W/T Out Non-Rep (Oper Assist)	1	
			\$ 5.00
			\$ 5.00
350560	W/T Incoming	23	
			\$ 5.00
			\$115.00
350560	W/T Tracer/Reversal	1	
			\$ 20.00
			\$ 20.00
350320	Internal Wire Transfer Credit	1	
			\$ 2.50
			\$ 2.50
350530	Priority Processing-Account	1	
			\$ 50.00
			\$ 50.00
350525	Draw Down Request	21	
			\$ 5.00
			\$105.00
350100	W/T Out Rep (OTM PC Wire)	21	
			\$ 5.00
			\$ 5.00
350104	W/T Out Non-Rep (OTM PC Wire)	18	
			\$ 5.00
			\$ 90.00
350120	W/T Internal Rep (OTM PC Wire)	1	
			\$ 1.00
			\$ 1.00
<b>ACH SERVICES*</b>			
250302	ACH Return Item	3	
			\$ 3.00
			\$ 9.00
250632	Excessive C/A Rejects	1	
			\$ 20.00
			\$ 20.00
259999	Calendar Monitoring/Mo	1	
			\$ 20.00
			\$ 20.00
250799	ACH Fax/Page	64	
			\$ 1.00
			\$ 64.00
250629	ACH Deletions	1	
			\$ 10.00
			\$ 10.00
250649	ACH Reversals	1	
			\$ 10.00
			\$ 10.00
250000	ACH Collection Applic Maint	3	
			\$ 7.00
			\$ 21.00
250509	ACH Collection Applic Process	46	
			\$ 5.00
			\$230.00
250101	ACH Credits Orig	14986	
			\$ 0.04
			\$599.44
400199	ACH Auto D/T To Bank/ Tran	26	
			\$ 5.00
			\$130.00
400199	ACH Auto D/T To Bank/Rcrd	12720	
			\$ 0.01
			\$127.20
<b>ACH FRAUD CONTROL SERVICES</b>			
251050	AFC Monthly Maint Account	3	
			\$ 0.00
			\$ 0.00
<b>ARP SERVICES</b>			
400199	ARP Auto D/T To Client/Tran	3	
			\$ 5.00
			\$ 15.00
400199	ARP Auto D/T To Client/Rcrd	4097	
			\$ 0.01
			\$ 40.97
200020	Partial Recon-Base	2	
			\$ 50.00
			\$100.00

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>ONLINE TREASURY MANAGER*</b>				
400210	IR Maintenance Fee	1	\$ 50.00	\$ 50.00
400002	PD Module Fee/Per Month	1	\$ 10.00	\$ 10.00
400220	PD Acct Maint/Per Acct [1-10]	8	\$ 5.00	\$ 40.00
400221	PD Detail Per Item [1-2500]	432	\$ 0.025	\$ 10.80
400221	PD Detail Per Item [2501-7500]	1	\$ 0.025	\$ 0.025
400223	SD Module Fee/Per Month	1	\$ 10.00	\$ 10.00
400223	SD Acct Maint/Per Acct [1-10]	8	\$ 5.00	\$ 5.00
400005	SD Detail/Per Item [1-1500]	2340	\$ 0.025	\$ 58.50
400005	SD Detail/Per Item [1501-5000]	1	\$ 0.025	\$ 0.025
40000Z	Special Report Module	1	\$ 10.00	\$ 10.00
400005	ACH/Per Acct/Day	1	\$ 1.00	\$ 1.00
400005	CAR Report/Per Acct/Day	1	\$ 1.00	\$ 1.00
400005	CPR Special Report(s)	21	\$ 1.00	\$ 21.00
151719	Stop Module/Per Month	1	\$ 10.00	\$ 10.00
150410	Stop Payment/Per Stop	1	\$ 5.00	\$ 5.00
251100	ACH Module/Per Month	1	\$ 15.00	\$ 15.00
250102	Acct Transfer/Per Transfer	1	\$ 0.25	\$ 0.25
251100	Acct Transfer Module/Per Month	1	\$ 25.00	\$ 25.00
350600	Wire Module/Per Month	1	\$ 15.00	\$ 15.00
151351	Image Acct Maint/Per Acct	1	\$ 0.00	\$ 0.00
151351	Image/Per Retrieval [1-250]	5	\$ 2.50	\$ 12.50
250509	OTM ACH Co App Processed	2	\$ 5.00	\$ 10.00
250101	OTM ACH Credits Originated	3	\$ 0.04	\$ 0.12
250120	OTM ACH Addenda Originated	2	\$ 0.015	\$ 0.03
<b>EDI SERVICES</b>				
300221	EDI Translated Rpt-Faxed Page	19	\$ 1.00	\$ 19.00
300112	EDI Origination Per 1000 Char	433	\$ 0.50	\$216.50
300220	EDI Translated Rpt-per Item	19	\$ 1.00	\$ 19.00
300000	EDI Monthly Maintenance	1	\$100.00	\$100.00
400199	EDI Auto D/T To Bank/Trans	38	\$ 5.00	\$190.00
400199	EDI Auto D/T To Bank/Rcrd	7087	\$ 0.01	\$ 70.87

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>INTERNATIONAL SERVICES</b>				
350700	Intl W/T Out Non-Rep USD OTM	10	\$ 5.00	\$ 50.00
350700	Intl Outgoing Wire Transfer	7	\$ 10.00	\$ 70.00

<b>CASH VAULT SERVICES</b>				
100154	Cash Vlt Monthly Maint 2-9 Location	1	\$ 35.00	\$ 35.00
100140	Cash Vault Man Order Proc	2	\$ 10.00	\$ 20.00
10014A	Currency Std Ord-Full Strap	1	\$ 0.30	\$ 0.30
100144	Rolled Coin Order/Roll	1	\$ 0.08	\$ 0.08
100148	Curr Std Order-Loose Curr	94	\$ 0.15	\$ 14.10

**TOTAL PROJECTED MONTHLY PRICE** **\$3,715.92**

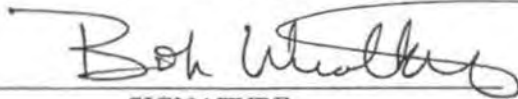
**\*Changes in 2006 pricing configuration:**

TMA Code	Services	Contractor's Projected Monthly Quantity	Price Per Unit	Total
<b>ACH SERVICES</b>				
250302	ACH Return Items	3	\$ 5.00	\$ 15.00
250632	Excessive C/A Rejects	1	\$ 20.00	\$ 20.00
259999	ACH Calendar Monitoring	1	\$ 20.00	\$ 20.00
250799	ACH Fax Page	64	\$ 1.00	\$ 64.00
250629	ACH Deletions-Item	1	\$ 10.00	\$ 10.00
252106	ACH Deletions Batch or File	1	\$ 6.00	\$ 6.00
250649	ACH Reversals-Item	1	\$ 10.00	\$ 10.00
254106	ACH Reversals Batch or File	1	\$ 6.00	\$ 6.00
250000	ACH Monthly Maintenance	3	\$ 10.00	\$ 30.00
250101	ACH File Trans Self Orig	46	\$ 10.00	\$ 460.00
250101	ACH Consumer PPD Credits Orig	14986	\$ 0.04	\$ 599.44
250601	Corp Credits Orig CCD, CCD+, CTX	0	\$ 0.04	\$ 0.00
<b>DISBURSEMENT IMAGE SERVICES</b>				
151350	Ck Image Extra Copy/Month	1	\$ 35.00	\$ 35.00
151353	CD Rom Image Service	1	\$ 30.00	\$ 30.00

151351	CD Rom Images Per Item	2184	\$ 0.0425	\$ 92.82
	<b>ONLINE TREASURY MANAGER</b>			
400210	Info Rptg Maint. Fee	1	\$ 50.00	\$ 50.00
400002	PD Service/Per Month	1	\$ 10.00	\$ 10.00
	PD Acct Maint/Per Acct	8	\$ 5.00	\$ 40.00
	PD Detail/Per Item [1-2500]	432	\$ 0.025	\$ 10.80
	PD Detail/Per Item [2501-7500]	1	\$ 0.025	\$ 0.025
400005	SD Service/Per Month	1	\$ 10.00	\$ 10.00
	SD Acct Maint/Per Acct	8	\$ 5.00	\$ 5.00
	SD Detail/Per Item [1-1500]	1500	\$ 0.025	\$ 37.50
	SD Detail/Per Item [1501-5000]	840	\$ 0.025	\$ 21.00
40000Z	Special Rpt Service/Per Month	1	\$ 10.00	\$ 10.00
400005	ACH-EDI Report/Per Day	1	\$ 1.00	\$ 1.00
400005	Car Report/Per Day	1	\$ 1.00	\$ 1.00
400005	CPR-Report(s)/Per Day	21	\$ 1.00	\$ 21.00
151710	Stop Service/Per Month	1	\$ 10.00	\$ 10.00
150410	Stop Payment/Per Stop	1	\$ 5.00	\$ 5.00
251100	ACH Service/Per Month	1	\$ 15.00	\$ 15.00
250102	Acct Transfer/Per Transfer	1	\$ 1.00	\$ 1.00
251100	Acct Trans Service/Per Month	1	\$ 0.00	\$ 0.00
350600	Wire Service/Per Month	1	\$ 15.00	\$ 15.00
151350	Image Acct Maint/Per Mo	1	\$ 0.00	\$ 0.00
	Image-Per Retrieval [1-50]	5	\$ 0.75	\$ 3.75
	Image-Per Retrieval [51+]	0	\$ 0.50	\$ 0.00
250509	OTM ACH Batch Processing	2	\$ 5.00	\$ 5.00
250101	OTM Consumer PPD Credits Orig	0	\$ 0.04	\$ 0.00
250120	OTM ACH Addenda Originated	2	\$ 0.0150	\$ 0.03
250101	OTM ACH Corp Credits Orig	3	\$ 0.04	\$ 0.12

Bob Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2006

DATE

CORPORATE SEAL

SOLICITATION NO. AGS-08  
OPTION

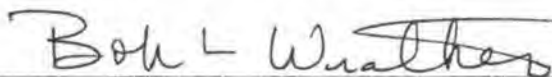
The Contractor shall have the option to purchase the services described below:

Option No.:	1
Description:	Map data to Contractor-designated file formats
Total Price:	\$ <u>150.00 per hour of service used</u>
Completion Date:	To be completed within 60 calendar days from date of Option exercise

In the event the Contractor does not exercise the above option at the time of award of the Special Financial Institution Account Agreement for Use with the Payments-Cleared Financing Arrangement, or any other date mutually agreed to, the Financial Institution shall be relieved of its obligation to perform these services.

Bob L. Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2005

DATE

CORPORATE SEAL

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX G  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN**

Attached to this Appendix G is the current Performance Evaluation and Measurement Plan (PEMP) which has been approved by the Department of Energy.



**STANDARDS OF  
PERFORMANCE-BASED FEE**

**FY 2011**

**UT-BATTELLE  
PERFORMANCE EVALUATION  
AND MEASUREMENT PLAN**

**Management and Operation of the  
Oak Ridge National Laboratory**

**September 2010**

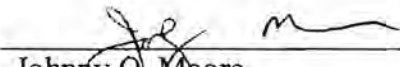
Approval Page



Thom Mason  
President and Chief Executive Officer  
UT-Battelle, LLC

Oct. 1, 2010

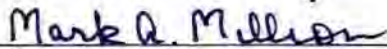
Date



Johnny O. Moore  
Assistant Manager for Science  
U.S. Department of Energy

10/7/10

Date



Mark A. Million  
Contracting Officer  
U.S. Department of Energy

10/7/2010

Date

# Contents

<b>INTRODUCTION .....</b>	<b>4</b>
<b>I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (AS APPLICABLE).....</b>	<b>4</b>
<b>II. PERFORMANCE GOALS, OBJECTIVES &amp; NOTABLE OUTCOMES .....</b>	<b>10</b>
<b>GOAL 1.0 PROVIDE FOR EFFICIENT AND EFFECTIVE MISSION ACCOMPLISHMENT ....</b>	<b>12</b>
1.1 Provide Science and Technology Results with Meaningful Impact on the Field .....	12
1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals. ....	15
Notable Outcomes.....	19
<b>GOAL 2.0 PROVIDE FOR EFFICIENT AND EFFECTIVE DESIGN, FABRICATION, CONSTRUCTION AND OPERATIONS OF RESEARCH FACILITIES.....</b>	<b>22</b>
2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2) .....	22
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4) .....	24
2.3 Provide Efficient and Effective Operation of Facilities .....	26
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities.....	28
Notable Outcomes.....	29
<b>GOAL 3.0 PROVIDE EFFECTIVE AND EFFICIENT SCIENCE AND TECHNOLOGY PROGRAM MANAGEMENT .....</b>	<b>33</b>
3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision .....	33
3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management .....	36
3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs .....	38
Notable Outcomes.....	40
<b>GOAL 4.0 PROVIDE SOUND AND COMPETENT LEADERSHIP AND STEWARDSHIP OF THE LABORATORY .....</b>	<b>44</b>
4.1 Leadership and Stewardship of the Laboratory .....	44
4.2 Management and Operation of the Laboratory .....	45
4.3 Contractor Value-added .....	47
Notable Outcomes.....	48
<b>GOAL 5.0 SUSTAIN EXCELLENCE AND ENHANCE EFFECTIVENESS OF INTEGRATED SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION .....</b>	<b>49</b>

<b>GOAL 6.0</b>	<b>DELIVER EFFICIENT, EFFECTIVE, AND RESPONSIVE BUSINESS SYSTEMS AND RESOURCES THAT ENABLE THE SUCCESSFUL ACHIEVEMENT OF THE LABORATORY MISSION(S)</b> .....	<b>50</b>
	Notable Outcomes.....	50
<b>GOAL 7.0</b>	<b>SUSTAIN EXCELLENCE IN OPERATING, MAINTAINING, AND RENEWING THE FACILITY AND INFRASTRUCTURE PORTFOLIO TO MEET LABORATORY NEEDS</b> .....	<b>52</b>
	Notable Outcomes.....	52
<b>GOAL 8.0</b>	<b>SUSTAIN AND ENHANCE THE EFFECTIVENESS OF INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT (ISSM) AND EMERGENCY MANAGEMENT SYSTEMS</b> .....	<b>54</b>
<b>ATTACHMENT I</b> .....		<b>56</b>
<b>ATTACHMENT II</b> .....		<b>57</b>

## INTRODUCTION

This document, the Performance Evaluation and Measurement Plan (PEMP), primarily serves as DOE's Quality Assurance/Surveillance Plan (QASP) for the evaluation of UT-Battelle, LLC (hereafter referred to as "the Contractor") performance regarding the management and operations of the Oak Ridge National Laboratory (hereafter referred to as "the Laboratory") for the evaluation period from October 1, 2010, through September 30, 2011. The performance evaluation provides a standard by which to determine whether the Contractor is managerially and operationally in control of the Laboratory and is meeting the mission requirement and performance expectations/objectives of the Department as stipulated within this contract.

This document also describes the distribution of the total available performance-based fee and the methodology for determining the amount of fee earned by the Contractor as stipulated within the clauses entitled, "Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts" and "Total Available Fee: Base Fee Amount and Performance Fee Amount." The Total Available FY 2011 Fee is \$11,200,000 (Base Fee: \$0, Performance Fee: \$11,200,000). In partnership with the Contractor and other key customers, the Department of Energy (DOE) Headquarters (HQ) and the Site Office have defined the measurement basis that serves as the Contractor's performance-based evaluation and fee determination.

The Performance Goals (hereafter referred to as Goals), Performance Objectives (hereafter referred to as Objectives) and set of Notable Outcomes (Performance Measures/Targets) discussed herein were developed in accordance with contract expectations set forth within the contract. The Notable Outcomes for meeting the Objectives set forth within this plan have been developed in coordination with HQ program offices as appropriate. Except as otherwise provided for within the contract, the evaluation and fee determination will rest solely on the Contractor's performance within the Performance Goals and Objectives set forth within this plan.

The overall performance against each Objective of this performance plan, to include the evaluation of Notable Outcomes, shall be evaluated jointly by the appropriate HQ office, major customer and/or the Site Office as appropriate. This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific Notable Outcomes as well as all additional information available to the evaluating office. The Site Office shall work closely with each HQ program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

Section I provides information on how the performance rating (grade) for the Contractor, as well as how the performance-based incentives fee earned (if any) will be determined. As applicable, also provides information on the award term eligibility requirements.

Section II provides the detailed information concerning each Goal, their corresponding Objectives, and Notable Outcomes identified, along with the weightings assigned to each Goal and Objective and a table for calculating the final grade for each Goal.

### **I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (as applicable)**

The FY 2011 Contractor performance grades for each Goal will be determined based on the weighted sum of the individual scores earned for each of the Objectives described within this document for Science and Technology (S&T) and for Management and Operations (M&O). No overall rollup grade will be provided. The rollup of the performance of each Goal will then be utilized to determine the Contractor numerical score for S&T and M&O

(see Table A below). These initial numerical scores for S&T and M&O will then be adjusted based on the numerical score for Goal 4.0 (see Table B below). The resulting overall final numerical score derived for S&T will be utilized to determine the amount of available fee that may be earned (see Table D). The resulting overall final numerical score derived for M&O will be utilized to determine the multiplier to be applied (see Table D) to the S&T fee earned to determine the final amount of fee earned for FY 2011. Each Goal is composed of two or more weighted Objectives and each Objective has set definitions and/or Notable Outcomes, which are linked to an Objective or set of Objectives to assist the reviewer in determining the Contractor's overall performance in meeting an Objective(s). Where utilized each of the Notable Outcomes highlight key aspects/areas of performance deserving special attention for the upcoming fiscal year and are utilized as a means of determining the Contractor's success in meeting the Objective along with other performance information available to the evaluating office from other sources to include, but not limited to, operational awareness (daily oversight) activities; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.), as needed. The following describes the methodology for determining the Contractor's grade for each Goal.

#### Performance Evaluation Methodology:

The purpose of this section is to establish a methodology to develop grading at the Objective level. Each Objective within a Goal shall be assigned a grade and corresponding numerical score by the evaluating office. Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the corresponding Objectives based on all performance information available to the evaluating office.

For the three S&T Goals (1.0 – 3.0) the Contractor shall be evaluated against the defined levels of performance provided for each Objective under the S&T Goals. The Contractor performance under Goal 4.0 will also be evaluated using the defined levels of performance described for the three Objectives under Goal 4.0. The descriptions for these defined levels of performance are included in Section II.

It is the DOE's expectation that the Contractor provides for and maintains management and operational (M&O) systems that efficiently and effectively support the current mission(s) of the Laboratory and assure the Laboratory's ability to deliver against DOE's future needs. In evaluating the Contractor's performance DOE shall assess the degree of effectiveness and performance in meeting each of the Objectives provided under each of the Goals. For the four M&O Goals (5.0 – 8.0) DOE will rely on a combination of the information through the Contractor's own assurance systems, the ability of the Contractor to demonstrate the validity of this information, and DOE's own independent assessment of the Contractor's performance across the spectrum of its responsibilities. The latter might include, but is not limited to operational awareness (daily oversight) activities; formal assessments conducted; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.).

The mission of the Laboratory is to deliver the science and technology needed to support Departmental missions and other sponsor's needs. Operational performance at the Laboratory meets DOE's expectations (defined as the grade of B+) for each Objective if the Contractor is performing at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance that has, or has the potential to, 1) adversely impact the delivery of the current and/or future DOE/Laboratory mission(s), 2) adversely impact the DOE and or the Laboratory's reputation, or 3) does not provide the competent people, necessary facilities and robust systems necessary to ensure sustainable performance, shall be graded below expectations as defined in Figure I-1 below.

The Department sets our expectations high, and expects performance at that level to optimize the efficient and effective operation of the Laboratory. Thus, the Department does not expect routine Contractor performance above expectations against the M&O Goals (5.0 – 8.0). Performance that might merit grades above B+ would need to reflect a Contractor's unexpectedly strong improvement in a particular area, significant contributions to the management and operations at the system of Laboratories, or recognition by external, independent entities as exemplary performance.

Definitions for the grading scale for the Goal 5.0 – 8.0 Objectives are provided in Figure I-1, below:

Letter Grade	Numerical Grade	Definition
A+	4.3-4.1	Significantly exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance is notable for its significant contributions to the management and operations across the SC system of laboratories, and/or has been recognized by external, independent entities as exemplary.
A	4.0-3.8	Notably exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance is notable for its contributions to the management and operations across the SC system of laboratories, and/or as been recognized by external, independent entities as exemplary.
A-	3.7-3.5	Exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s).
B+	3.4-3.1	Meets expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). No performance has, or has the potential to, adversely impact 1) the delivery of the current and/or future DOE/Laboratory mission(s), 2) the DOE and/or the Laboratory’s reputation, or does not 3) provide a sustainable performance platform.
B	3.0 -2.8	Just misses meeting expectations of performance against a few aspects of the Objective in question. In a few minor instances, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission, or provide a sustainable performance platform.
B-	2.7-2.5	Misses meeting expectations of performance against several aspects of the Objective in question. In several areas, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission, or provide a sustainable performance platform.
C+	2.4-2.1	Misses meeting expectations of performance against many aspects of the Objective in question. In several notable areas, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission or provide a sustainable performance platform, and/or have affected the reputation of the Laboratory or DOE.
C	2.0-1.8	Significantly misses meeting expectations of performance against many aspects of the Objective in question. In many notable areas, the Contractor’s systems do not support the Laboratory’s current and future science and technology mission, nor provide a sustainable performance platform and may affect the reputation of the Laboratory or DOE.
C-	1.7- 1.1	Significantly misses meeting expectations of performance against most aspects of the Objective in question. In many notable areas, the Contractor’s systems demonstrably hinder the Laboratory’s ability to deliver on current and future science and technology mission, and have harmed the reputation of the Laboratory or DOE.
D	1.0-0.8	Most or all expectations of performance against the Objective in question are missed. Performance failures in this area have affected all parts of the Laboratory; DOE leadership engagement is required to deal with the situation and help the Contractor.
F	0.7-0	All expectations of performance against the Objective in question are missed. Performance failures in this area are not recoverable by the Contractor or DOE.

**Figure I-1. Letter Grade and Numerical Grade Definitions**

This year, a set of Notable Outcomes have been identified under each Goal to highlight the Contractor key aspects/areas of performance deserving special attention for the upcoming fiscal year. Each Notable Outcome is linked to one or more Objectives, and failure to meet expectations against any Notable Outcome will result in a grade less than B+ for that Objective(s). Performance above expectations against a Notable Outcome will be considered in the context of the Contractor's entire performance with respect to the relevant Objective.

Calculating Individual Goal Scores and Letter Grades:

Each Objective is assigned the earned numerical score by the evaluating office as stated above. The Goal rating is then computed by multiplying the numerical score by the weight of each Objective within a Goal. These values are then added together to develop an overall numerical score for each Goal. For the purpose of determining the final Goal grade, the raw numerical score for each Goal will be rounded to the nearest tenth of a point utilizing the standard rounding convention discussed below and then compared to Table C. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation of Objective numerical scores to the Goal grade. Utilizing the raw numerical grade for each Goal within Table A, below, the scores for each of the S&T and M&O Goals are then multiplied by the weight assigned and these are summed to provide an overall raw numerical score for each.

As stated above the raw numerical score from each calculation shall be carried through to the next stage of the calculation process. The raw numerical score for Science and Technology and Management and Operations will be rounded to the nearest tenth of a point for purposes of determining fee as indicated in Table C. A standard rounding convention of x.44 and less rounds down to the nearest tenth (here, x.4), while x.45 and greater rounds up to the nearest tenth (here, x.50).



S&T Performance Goal	Numerical Score	Letter Grade	Weight <sup>1</sup>	
1.0 Mission Accomplishment			TBD%	
2.0 Construction and Operations of User Research Facilities and Equipment			TBD%	
3.0 Science and Technology Research Project/Program Management			TBD%	
<b>Initial S&amp;T Score</b>				
4.0 Leadership and Stewardship of the Laboratory <sup>2</sup>				
M&O Performance Goal	Numerical Score	Letter Grade	Weight	
5.0 Integrated Safety, Health, and Environmental Protection			30%	
6.0 Business Systems			25%	
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio			25%	
8.0 Integrated Safeguards and Security Management and Emergency Management Systems			20%	
<b>Initial M&amp;O Score</b>				

**Table A. FY 2011 Contractor Evaluation Initial Numerical Score Calculation**

	Numerical Score	Weight		
Initial S&T Score		0.75		
Goal 4.0		0.25		
<b>Final S&amp;T Score</b>				
Initial M&O Score		0.75		
Goal 4.0		0.25		
<b>Final M&amp;O Score</b>				

**Table B. FY 2011 Final S&T and M&O Score Calculation**

Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F
<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>

**Table C. FY 2011 Contractor Letter Grade Scale**

<sup>1</sup> The final weights to be utilized for determining the overall S&T score will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>2</sup> The Goal 4.0 score will only be used as an adjustment factor to determine the final S&T and M&O scores for the laboratory as shown in Table B.

Determining the Amount of Performance-Based Fee Earned:

The percentage of the available performance-based fee that may be earned by the Contractor shall be determined based on the overall weighted numerical score for the S&T Goals (see Table B, above) and then compared to Table D, below. The overall numerical grade of the M&O Goals from Table B shall then be utilized to determine the final fee multiplier (see Table D), which shall be utilized to determine the overall amount of performance-based fee earned for FY 2011 as calculated within Table D.

<b>Overall Final Score from Table B.</b>	<b>Percent S&amp;T Fee Earned</b>	<b>M&amp;O Fee Multiplier</b>
4.3	100%	100%
4.2		
4.1		
4.0	97%	100%
3.9		
3.8		
3.7	94%	100%
3.6		
3.5		
3.4	91%	100%
3.3		
3.2		
3.1		
3.0	88%	95%
2.9		
2.8		
2.7	85%	90%
2.6		
2.5		
2.4		
2.3	75%	85%
2.2		
2.1		
2.0		
1.9	50%	75%
1.8		
1.7		
1.6	0%	60%
1.5		
1.4		
1.3		
1.2		
1.1		
1.0 to 0.8	0%	0%
0.7 to 0.0	0%	0%

**Table D. Performance-Based Fee Earned Scale**

Overall Fee Determination	
Percent S&T Fee Earned from Table D.	
M&O Fee Multiplier from Table D.	X
Overall Earned Performance-Based Fee	

**Table E. Final Percentage of Performance-Based Fee Earned Determination**

Adjustment to the Letter Grade and/or Performance-Based Fee Determination:

The lack of performance objectives and notable outcomes in this plan do not diminish the need to comply with minimum contractual requirements. Although the performance-based Goals and their corresponding Objectives shall be the primary means utilized in determining the Contractor’s performance grade and/or amount of performance-based fee earned, the Contracting Officer may unilaterally adjust the rating and/or reduce the otherwise earned fee based on the Contractor’s performance against all contract requirements as set forth in the Prime Contract. While reductions may be based on performance against any contract requirement, specific note should be made to contract clauses which address reduction of fee including, Standards of Contractor Performance Evaluation, DEAR 970.5215-1 – “Total Available Fee: Base Fee Amount and Performance Fee Amount”, and DEAR 970.5215-3 – “Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts”. Data to support rating and/or fee adjustments may be derived from other sources to include, but not limited to, operational awareness (daily oversight) activities; “For Cause” reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.), as needed.

The adjustment of a grade and/or reduction of otherwise earned fee will be determined by the severity of the performance failure and consideration of mitigating factors. DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts is the mechanism used for reduction of fee as it relates to performance failures related to safeguarding of classified information and to adequate protection of environment, health and safety. Its guidance can also serve as an example for reduction of fee in other areas.

The final Contractor performance-based grades for each Goal and fee earned determination will be contained within a year-end report, documenting the results from the DOE review. The report will identify areas where performance improvement is necessary and, if required, provide the basis for any performance-based rating and/or fee adjustments made from the otherwise earned rating/fee based on Performance Goal achievements.

**II. PERFORMANCE GOALS, OBJECTIVES & NOTABLE OUTCOMES**

**Background**

The current performance-based management approach to oversight within DOE has established a new culture within the Department with emphasis on the customer-supplier partnership between DOE and the laboratory contractors. It has also placed a greater focus on mission performance, best business practices, cost management, and improved contractor accountability. Under the performance-based management system the DOE provides clear direction to the laboratories and develops annual performance plans (such as this one) to assess the contractors performance in meeting that direction in accordance with contract requirements. The DOE policy for implementing performance-based management includes the following guiding principles:

- Performance objectives are established in partnership with affected organizations and are directly aligned to the DOE strategic goals;
- Resource decisions and budget requests are tied to results; and

- Results are used for management information, establishing accountability, and driving long-term improvements.

The performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on demonstrated performance by the laboratory, and on a set of Notable Outcomes that focus laboratory leadership on the specific items that are the most important initiatives and highest risk issues the laboratory must address during the year. These Notable Outcomes should be objective, measurable, and results-oriented to allow for a definitive determination of whether or not the specific outcome was achieved at the end of the year.

### **Performance Goals, Objectives, and Notable Outcomes**

The following sections describe the Performance Goals, their supporting Objectives, and associated Notable Outcomes for FY 2011.

## **GOAL 1.0 Provide for Efficient and Effective Mission Accomplishment**

**The science and technology programs at the Laboratory produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; receive appropriate external recognition of accomplishments; and contribute to overall research and development goals of the Department and its customers.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Mission Accomplishment Goal measures the overall effectiveness and performance of the Contractor in delivering science and technology results which contribute to and enhance the DOE's mission of protecting our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge by supporting world-class, peer-reviewed scientific results, which are recognized by others.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Tables 1.1, 1.2, & 1.3). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

- Office of Science (SC) (TBD%)
- Office of Defense Nuclear Nonproliferation (DNN) (TBD%)
- Department of Homeland Security (DHS) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Assistant Secretary for Fossil Energy (FE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)
- Nuclear Regulatory Commission (NRC) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 1.4 below). The overall score earned is then compared to Table 1.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2011 as compared to the total cost for those remaining HQ Program Offices.

### **Objectives**

#### **1.1 Provide Science and Technology Results with Meaningful Impact on the Field**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Performance of the Laboratory with respect to proposed research plans;

- Performance of the Laboratory with respect to community impact and peer review; and
- Performance of the Laboratory with respect to impact to DOE mission needs.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Impact of publications on the field, as measured primarily by peer review;
- Impact of S&T results on the field, as measured primarily by peer review;
- Impact of S&T results outside the field indicating broader interest;
- Impact of S&T results on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Delivery on proposed S&T plans;
- Significant awards (Nobel Prizes, R&D 100, FLC, etc.);
- Invited talks, citations, making high-quality data available to the scientific community; and
- Development of tools and techniques that become standards or widely-used in the scientific community.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>significant research areas for which the Laboratory has exceeded the expectations of the proposed research plans in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</i></li> <li>• S&amp;T conducted at the Laboratory <i>has resolved one of the most critical questions in the field, or has changed the way the research community thinks about a particular field through paradigm shifting discoveries that would be considered the most influential discovery of the decade for that field.</i></li> <li>• S&amp;T conducted at the Laboratory <i>provided major advances that significantly accelerate DOE or other customer mission(s).</i></li> </ul>
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations of the proposed research plans in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</i></li> <li>• <i>All areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory has <i>significant positive impact</i> to DOE or other customer missions.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations of the proposed research plans.</i></li> <li>• <i>Significant areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory <i>significantly impact</i> DOE or other customer missions.</li> </ul>

Letter Grade	Definition
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory are of <i>high</i> scientific merit and quality</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul>
B	<ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• S&amp;T conducted at the Laboratory are <i>not uniformly of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory has <i>failed to successfully execute</i> proposed research plans <i>but contingencies were in place such that no funding was or will be terminated.</i> OR S&amp;T conducted at the Laboratory <i>does little to advance</i> DOE or other customer missions.</li> <li>• <i>Significant areas of</i> S&amp;T conducted at the Laboratory are <i>not of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory do not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>In several significant aspects,</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources such that some funding was or will be terminated</i> OR S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions</li> <li>• <i>Significant areas of</i> S&amp;T conducted at the Laboratory are <i>of poor</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> AND <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>

Letter Grade	Definition
D	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>Multiple program elements at the Laboratory failed to deliver on proposed research plans using available resources such that significant funding was or will be terminated.</i></li> <li>• <i>Multiple significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> <li>• <i>S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions.</i></li> </ul>
F	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>Multiple program elements at the Laboratory failed to deliver on proposed research plans using available resources resulting in total termination of funding.</i></li> <li>• <i>Multiple significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities OR the Laboratory has been found to have engaged in gross scientific incompetence and/or scientific fraud.</i></li> <li>• <i>S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions.</i></li> </ul>

## 1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals.

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Innovativeness / Novelty of research ideas put forward by the Laboratory;
- Extent to which Laboratory staff members take on substantive or formal leadership roles in their community;
- Extent to which Laboratory staff members take on formal leadership roles in DOE and SC activities; and
- Extent to which Laboratory staff members contribute thoughtful and thorough peer reviews and other research assessments as requested by DOE and SC.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- Willingness to pursue novel approaches and/or demonstration of innovative solutions to problems;



- Willingness to take on high-risk/high payoff/long-term research problems, evidence that previous risky decisions by the PI/research staff have proved to be correct and are paying off;
- The uniqueness and challenge of science pursued, recognition for doing the best work in the field;
- Extent and quality of collaborative efforts;
- Staff members visible in leadership positions in the scientific community;
- Involvement in professional organizations, National Academies panels and workshops,
- Effectiveness in driving the direction and setting the priorities of the community in a research field; and
- Success in competition for resources.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the following conditions hold for ALL Laboratory staff:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations AND <i>in National Academy or equivalent panels to discuss and determine further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities, for example, Laboratory staff members chair or co-chair DOE-sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas and are internationally recognized leaders in the field</i>.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations AND <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas</i>.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations OR <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently submits competitive proposals that challenge convention and open <i>significant</i> new avenues for research that are well aligned with DOE mission needs.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
B <sup>+</sup>	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members are <i>active participants</i> in professional organizations, committees, and activities, and take on leadership responsibilities commensurate with experience and expertise.</li> <li>• Laboratory staff members are <i>active participants</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> <li>• Laboratory staff are <i>active participants</i> in multi-institutional research collaborations</li> </ul>
B	<ul style="list-style-type: none"> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Although <i>regular participants</i> in professional organizations, committees, and activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>regular participants</i> in DOE sponsored workshops and strategic planning activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>active members</i> of multi-institutional research collaborations, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>

Letter Grade	Definition
B-	<ul style="list-style-type: none"> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory program submits competitive proposals <i>but these either lack innovation or are not well aligned with DOE mission needs.</i></li> <li>• Laboratory staff are <i>infrequent participants</i> in professional organizations, committees, and activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Laboratory staff are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members <i>do not reliably</i> contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• <i>Some areas of research, previously supported, are no longer competitive.</i></li> <li>• Laboratory staff members are <i>infrequent participants</i> in professional organizations, committees, and activities, AND <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Laboratory staff members are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although Laboratory staff members are <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
D	<p>The Laboratory fails to meet the conditions for B+ because <i>the Laboratory staff are working on problems that are no longer at the forefront of science and are considered mundane.</i></p>
F	<p>Review has found the Laboratory staff to be <i>guilty of gross scientific incompetence and/or scientific fraud.</i></p>

**Notable Outcomes**

- **BES:** Deliver impactful science for the Energy Frontier Research Center: “Fluid Interface Reactions, Structures and Transport (FIRST) Center” and “Energy Frontier Center for Defect Physics in Structural Materials (CDP).” (Objective 1.1)

Science Program Office <sup>3</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Advanced Scientific Research</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall ASCR Total					
<b>Office of Basic Energy Sciences</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall BES Total					
<b>Office of Biological and Environmental Research</b>					
1.1 Impact			60%		
1.2 Leadership			40%		
Overall BER Total					
<b>Office of Fusion Energy Sciences</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall FES Total					
<b>Office of Nuclear Physics</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall NP Total					

**Table 1.1 – SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Performance Goal 1.0 Total</b>					

**Table 1.2 – SC Program Office Overall Performance Goal Score Development<sup>4</sup>**

<sup>3</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

HQ Program Office <sup>5</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Defense Nuclear Nonproliferation</b>					
1.1 Impact			67%		
1.2 Leadership			33%		
Overall DNN Total					
<b>Department of Homeland Security</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall DHS Total					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
1.1 Impact			60%		
1.2 Leadership			40%		
Overall EERE Total					
Overall IN Total					
<b>Office of Fossil Energy</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall FE Total					
<b>Office of Nuclear Energy</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall NE Total					
<b>Office of Electricity and Energy Reliability</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall OE Total					
<b>Nuclear Regulatory Commission</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall NRC Total					

**Table 1.3 – Other Program Office & Customer Performance Goal Score Development**

<sup>4</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>5</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
Office of Science			TBD%		
Office of Defense Nuclear Nonproliferation			TBD%		
Department of Homeland Security			TBD%		
Office of Energy Efficiency and Renewable Energy			TBD%		
Office of Fossil Energy			TBD%		
Office Nuclear Energy			TBD%		
Office of Electricity and Energy Reliability			TBD%		
Nuclear Regulatory Commission			TBD%		
<b>Performance Goal 1.0 Total</b>					

**Table 1.4 – Overall Performance Goal Score Development<sup>6</sup>**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 1.5 – Goal Final Letter Grade**

<sup>6</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

**GOAL 2.0 Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities**

**The Laboratory provides effective and efficient strategic planning; fabrication, construction and/or operations of Laboratory research facilities; and are responsive to the user community.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities Goal shall measure the overall effectiveness and performance of the Contractor in planning for and delivering leading-edge specialty research and/or user facilities to ensure the required capabilities are present to meet today's and tomorrow's complex challenges. It also measures the Contractor's innovative operational and programmatic means for implementation of systems that ensures the availability, reliability, and efficiency of these facilities; and the appropriate balance between R&D and user support.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Tables 2.1, 2.2, & 2.3). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

- Office of Science (SC) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 2.4 below). The overall score earned is then compared to Table 2.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2011 as compared to the total cost for those remaining HQ Program Offices.

**Objectives**

**2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory's delivery of accurate and timely information required to carry out the critical decision and budget formulation process;
- The Laboratory's ability to meet the intent of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets;
- The extent to which the Laboratory appropriately assesses risks and contingency needs; and

- The extent to which the Laboratory is effective in its unique management role and partnership with HQ.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- The quality of the scientific justification for proposed facilities resulting from preconceptual R&D;
- The technical quality of conceptual and preliminary designs and the credibility of the associated cost estimates
- The credibility of plans for the full life cycle of proposed facilities including financing options;
- The leveraging of existing facilities and capabilities of the DOE Laboratory complex in plans for proposed facilities; and
- The novelty and potential impact of new technologies embodied in proposed facilities.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for B+; the Laboratory <i>exceeds expectations</i> in <i>all</i> of these categories:</p> <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as the leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate and thoroughly document the potential for transformational scientific advancement.</li> <li>• Approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective.</li> <li>• Reviews repeatedly confirm strong potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> <li>• The Laboratory identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing and these efforts result in significant cost estimate and/or risk reductions without loss or, or while enhancing capability.</li> </ul>
A	<p>In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met:</p> <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as a leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate the potential for revolutionary scientific advancement working in partnership with HQ</li> <li>• The Laboratory identifies, analyzes, and champions, to HQ and Site office, novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing.</li> </ul>



Letter Grade	Definition
A-	<p>In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met:</p> <ul style="list-style-type: none"> <li>• The approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective</li> <li>• Reviews repeatedly confirm potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory displays leadership and commitment in the development of quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2).</li> <li>• Documentation requested by the programs is provided in a timely and thorough manner.</li> <li>• The Laboratory keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis; anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.</li> <li>• The Laboratory solves problems and addresses issues to avoid adverse impacts to the project.</li> </ul>
B	The Laboratory fails to meet expectations in one of the areas listed under B+.
B-	The Laboratory fails to meet expectations in several of the areas listed under B+
C	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the required analyses and documentation developed by the Laboratory are EITHER not innovative, OR reflect a lack of commitment and leadership.
D	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the Laboratory fails to provide a compelling justification for the acquisition.
F	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the approaches proposed by the Laboratory are based on fraudulent assumptions; the science case is weak to non-existent, and the business case is seriously flawed.

**2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s adherence to DOE Order 413.3 Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components by the Laboratory;
- The Laboratory’s effectiveness in meeting construction schedule and budget;
- The quality of key Laboratory staff overseeing the project(s); and
- The extent to which the Laboratory maintains open, effective, and timely communication with HQ regarding issues and risks.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for A,</p> <ul style="list-style-type: none"> <li>• There is high confidence throughout the execution phase that the project will be completed <i>significantly</i> under budget and/or ahead of schedule while meeting or exceeding all performance baselines;</li> </ul>
A	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory has identified and implemented practices that would allow the project scope to be <i>significantly expanded</i> if such were desirable, without impact on baseline cost or schedule;</li> <li>• The Laboratory <i>always</i> provides <i>exemplary</i> project status reports on time to DOE and takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to be <i>exemplary</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
A-	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory has identified practices that would allow for the project scope to be expanded if such were desirable, without impact on baseline cost or schedule;</li> <li>• Problems are identified and corrected by the Laboratory promptly, with no impact on scope, cost or schedule</li> <li>• The Laboratory provides <i>particularly useful</i> project status reports on time to DOE and regularly takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to <i>exceed expectations</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives</p> <ul style="list-style-type: none"> <li>• The project meets CD-2 performance measures;</li> <li>• The Laboratory provides sustained leadership and commitment to environment, safety and health;</li> <li>• Reviews regularly recognize the Laboratory for being proactive in the management of the execution phase of the project;</li> <li>• To a large extent, problems are identified and corrected by the Laboratory with little, or no impact on scope, cost or schedule;</li> <li>• DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.</li> </ul>
B	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> <li>• The project fails to meet expectations in <i>one</i> of the remaining areas listed under B+.</li> </ul>
B-	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> <li>• The project fails to meet expectations in <i>several</i> of the areas listed under B+</li> </ul>

Letter Grade	Definition
C	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT  The project fails to meet expectations in <i>several</i> of the areas listed under B+  AND</p> <ul style="list-style-type: none"> <li>• Reviews indicate project remains at risk of breaching its cost/schedule performance baseline;</li> <li>• Reports to DOE can vary in degree of completeness</li> </ul>
D	<p>The project fails to meet conditions for B+ in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Reviews indicate project is likely to breach its cost/schedule performance baseline;</li> <li>• Laboratory commitment to environment, safety and health issues is inadequate;</li> <li>• Reports to DOE are largely incomplete; Laboratory commitment to the project has subsided.</li> </ul>
F	<p>The project fails to meet conditions for B+ in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Laboratory falsifies data during project execution phase;</li> <li>• Shows disdain for executing the project within minimal standards for environment, safety or health,</li> <li>• Fails to keep DOE informed of project status;</li> <li>• Recent reviews indicate that the project is expected to breach its cost/schedule performance baseline.</li> </ul>

### 2.3 Provide Efficient and Effective Operation of Facilities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The availability, reliability, performance, and efficiency of Laboratory facility(ies);
- The degree to which the facility is optimally arranged to support the user community;
- The extent to which Laboratory R&D is conducted to develop/expand the capabilities of the facility(ies);
- The Laboratory’s effectiveness in balancing resources between facility R&D and user support; and
- The quality of the process used to allocate facility time to users.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>significantly less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be exemplary and widely regarded as among the ‘best in class’</li> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for the users and the program in the performance/ review period.</li> </ul>
A	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in most of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be <i>exemplary</i> and widely regarded as among the ‘best in class’.</li> </ul>
A-	<p>In addition to satisfying all conditions for B+, <i>one</i> of the following conditions is met:</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be among the best by reviews;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>meets</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, capability (for example, beam delivery, luminosity, peak performance, etc),</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations occur as planned;</li> <li>• Data on environment, safety, and health continues to be very good as compared with other projects in the DOE.</li> <li>• User surveys meet program expectations and reflect that the Laboratory is responsive to user needs.</li> </ul>
B	The project fails to meet expectations in <i>one</i> of the areas listed under B+.
B-	The project fails to meet expectations in <i>more than one</i> of the areas listed under B+.

Letter Grade	Definition
C	<p>Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example,</p> <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, capability is well below expectations.</li> <li>• The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is satisfactory.</li> </ul>
D	<p>Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example,</p> <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low; capability is well below expectations.</li> <li>• The facility operates somewhat below steady state, on cost and on schedule, and the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is inadequate.</li> </ul>
F	<ul style="list-style-type: none"> <li>• The facility fails to operate; the facility operates well below steady state <b>and/or</b> the reliability of the performance is well below planned values.</li> <li>• Laboratory commitment to environment, safety, and health issues is inadequate.</li> </ul>

#### 2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The extent to which the facility is being used to perform influential science;
- The Laboratory’s efforts to take full advantage of the facility to generate impactful S&T results;
- The extent to which the facility is strengthened by a resident Laboratory research community that pushes the envelope of what the facility can do and/or are among the scientific leaders of the community;
- The Laboratory’s ability to appropriately balance access by internal and external user communities; and
- The extent to which there is a healthy program of outreach to the scientific community.

Letter Grade	Definition
A+	<p>In addition to meeting all measures under A,</p> <ul style="list-style-type: none"> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for a new user community.</li> </ul>

Letter Grade	Definition
A	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are met</p> <ul style="list-style-type: none"> <li>• An <i>aggressive</i> outreach programs is in place and has been documented as attracting new communities to the facility;</li> <li>• Reviews consistently find that the facility capability or scope of research potential <i>significantly</i> exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews find that multiple disciplines are using the facility in new and novel ways that the facility is being used to pursue influential science.</li> </ul>
A-	<p>In addition to satisfying all conditions for B+, all of the following conditions are met</p> <ul style="list-style-type: none"> <li>• A <i>strong</i> outreach program is in place;</li> <li>• Reviews find that the facility capability or scope of research potential exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews document how multiple disciplines are using the facility in new and novel ways and/or that the facility is being used to pursue important science.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Reviews find / validate that the facility is being used for influential science;</li> <li>• The scope of facility capabilities is challenged and broadened by resident users;</li> <li>• The Laboratory effectively manages user allocations;</li> <li>• The Laboratory effectively maintains the facility to required performance standards (for example, runtime, luminosity, etc)</li> <li>• A healthy outreach program is in place.</li> </ul>
B	The Laboratory fails to meet expectations in <i>one</i> of the areas listed under B+
B-	The Laboratory fails to meet expectations in <i>several</i> of the areas listed under B+
C	The Laboratory fails to meet expectations in <i>many</i> of the areas listed under B+
D	Reviews find that there are few facility users, few of whom are using the facility in novel ways to produce impactful science; research base is very thin.
F	Laboratory staff does not possess capabilities to operate and/or use the facility adequately.

### Notable Outcomes

- **FES:** Plan and execute the U.S. contributions to the ITER Project. (Objective 2.1)
- **ASCR:** Deliver a plan, with options, for meeting mid-term and long-term OLCF infrastructure needs. (Objective 2.3)
- **ASCR:** Successfully manage the INCITE selection process to optimize scientific impact, as determined by expert review in FY 2011. (Objective 2.4)
- **NP:** Develop and initiate a strategic plan to improve the reliability of HRIBF operation. (Objective 2.3)
- **BES:** Successfully operate SNS and HFIR as premier user facilities, increasing the number of users to reflect the increase in the number of instruments and enhancing the scientific impact of the facilities. Complete and begin implementation of a Science Strategic Plan for Neutron

Sciences aimed at transforming SNS into a “facility known for its scientific excellence.”  
(Objective 2.4)

<b>Science Program Office<sup>7</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Weighted Score</b>	<b>Overall Score</b>
<b>Office of Advanced Scientific Research</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			10%		
2.3 Provide Efficient and Effective Operation of Facilities			70%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%		
Overall ASCR Total					
<b>Office of Basic Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			15%		
2.3 Provide Efficient and Effective Operation of Facilities			65%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%		
Overall BES Total					
<b>Office of Biological and Environmental Research</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			90%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%		
Overall BER Total					
<b>Office of Fusion Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			100%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to			0%		

<sup>7</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

External User Communities					
Overall FES Total					
<b>Office of Nuclear Physics</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			85%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			15%		
Overall NP Total					

**Table 2.1 – SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Performance Goal 2.0 Total</b>					

**Table 2.2 – SC Program Office Overall Performance Goal Score Development<sup>8</sup>**

HQ Program Office <sup>9</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			90%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%		
Overall EERE Total					
<b>Office of Nuclear Energy</b>					
2.1 Provide Effective Facility Design(s)			0%		

<sup>8</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>9</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.



2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			100%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%		
Overall NE Total					
<b>Office of Electricity and Energy Reliability</b>					
2.1 Provide Effective Facility Design(s)			25%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			25%		
2.3 Provide Efficient and Effective Operation of Facilities			25%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			25%		
Overall OE Total					

**Table 2.3 – Other Program Office & Customer Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
Office of Science			TBD%		
Office of Energy Efficiency and Renewable Energy			TBD%		
Office Nuclear Energy			TBD%		
Office of Electricity and Energy Reliability			TBD%		
Performance Goal 2.0 Total					

**Table 2.4 – Overall Performance Goal Score Development<sup>10</sup>**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 2.5 – Goal Final Letter Grade**

<sup>10</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

### **GOAL 3.0 Provide Effective and Efficient Science and Technology Program Management**

**The Laboratory provides effective program vision and leadership; strategic planning and development of initiatives; recruits and retains a quality scientific workforce; and provides outstanding research processes, which improve research productivity.**

The weight of this Goal is TBD%.

The Provide Effective and Efficient Science and Technology Program Management Goal shall measure the Contractor's overall management in executing S&T programs. Dimensions of program management covered include: 1) providing key competencies to support research programs to include key staffing requirements; 2) providing quality research plans that take into account technical risks, identify actions to mitigate risks; and 3) maintaining effective communications with customers to include providing quality responses to customer needs.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 3.1, 3.2, & 3.3). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011 provided by the Program Offices listed below.

- Office of Science (SC) (TBD%)
- Office of Defense Nuclear Nonproliferation (DNN) (TBD%)
- Department of Homeland Security (DHS) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Assistant Secretary for Fossil Energy (FE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)
- Nuclear Regulatory Commission (NRC) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 3.4 below). The overall score earned is then compared to Table 3.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2011 as compared to the total cost for those remaining HQ Program Offices.

#### **Objectives**

##### **3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality of the Laboratory’s strategic plan;
- The extent to which the Laboratory shows strategic vision for research
- The extent to which programs of research take advantage of Laboratory capabilities—research programs are more than the sum of their individual project parts;
- The extent to which the Laboratory undertakes research for which it is uniquely qualified;
- The extent to which lab plans are aligned with DOE mission goals;
- The extent to which the Laboratory programs are balanced between high-/low- risk research for a sustainable program; and
- The extent to which the Laboratory is able to retain and recruit staff for a sustainable program

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Articulation of scientific vision;
- Development and maintenance of core competencies,
- Ability to attract and retain highly qualified staff;
- Efficiency and effectiveness of joint planning (e.g., workshops) with outside community;
- Creativity and robustness of ideas for new facilities and research programs; and
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that the Laboratory “guessed right” in that previous risky decisions proved to be correct and are paying off.
- The depth and breadth of Laboratory research portfolio and its potential for growth.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following:</p> <ul style="list-style-type: none"> <li>• <i>Most</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>most</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off;</li> <li>• The Laboratory has succeeded in developing new core competencies of <i>outstanding</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC missions;</li> </ul>
A	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve the following:</p> <ul style="list-style-type: none"> <li>• <i>Several</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>several</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off</li> <li>• The Laboratory has succeeded in developing <i>new</i> core competencies of <i>high</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC missions</li> </ul>

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory's strategic plan has enabled the Laboratory to achieve at least one of the following:</p> <ul style="list-style-type: none"> <li>• At least one of the Laboratory's core competencies is recognized as <i>world-leading</i>;</li> <li>• The Laboratory has attracted and retained <i>world-leading</i> scientists in one or more programs;</li> <li>• The Laboratory has a coherent plan for addressing future workforce challenges.</li> </ul>
B+	<p>The execution of the Laboratory's strategic plan has enabled the Laboratory to achieve each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory has articulated a coherent and compelling strategic plan that has been developed with input from external research communities and headquarters guidance, which, where appropriate, includes a coherent plan for building smaller research programs into new core competencies; and reallocates resources away from less effective programs.</li> <li>• The Laboratory has demonstrated the ability to attract and retain professional scientific staff in support of its strategic vision.</li> <li>• The portfolio of Laboratory research balances the needs for both high-risk/ high-payoff research and stewardship of mission-critical research.</li> <li>• The Laboratory's research portfolio takes advantage of unique capabilities at the Laboratory.</li> <li>• The Laboratory's research portfolio includes activities for which the Laboratory is uniquely capable.</li> </ul>
B	<p>The Laboratory fails to satisfy one of the conditions for B+; for example</p> <ul style="list-style-type: none"> <li>• The Laboratory's strategic plan is only <i>partially</i> coherent and is not entirely well-connected with external communities;</li> <li>• The portfolio of Laboratory research does <i>not</i> appropriately balance high-risk/ high-payoff research and stewardship of mission-critical research;</li> <li>• The Laboratory has developed and maintained <i>some, but not all</i>, of its core competencies.</li> <li>• The plan to attract and retain professional scientific staff is <i>lacking</i> strategic vision.</li> </ul>
B-	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following:</p> <ul style="list-style-type: none"> <li>• Weak programmatic vision insufficiently connected with external communities;</li> <li>• Development and maintenance of only a few core competencies</li> <li>• little attention to maintaining the correct balance between high-risk and mission-critical research;</li> <li>• inability to attract and retain talented scientists in some programs.</li> </ul>

Letter Grade	Definition
C	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory’s strategic plan lacks strategic vision and lacks appropriate coordination with appropriate stakeholders including external research groups.</li> <li>• The Laboratory’s strategic plan does not provide for sufficient maintenance of core competencies</li> <li>• Plan to attract and retain professional scientific staff is unlikely to be successful or does not focus on strategic capabilities.</li> </ul>
D	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, and specifically</p> <ul style="list-style-type: none"> <li>• The Laboratory has demonstrated little effort in developing a strategic plan.</li> <li>• The Laboratory has done little to develop and maintain core competencies</li> <li>• The Laboratory has had minimal success in attracting and retaining professional scientific staff.</li> </ul>
F	<p>The Laboratory has:</p> <ul style="list-style-type: none"> <li>• Made limited or ineffective attempts to develop a strategic plan;</li> <li>• Not demonstrated the ability to develop and maintain core competencies, has failed to propose high-risk/high-reward research and has failed to steward mission-critical areas;</li> <li>• Failed to attract even reasonably competent scientists and technical staff.</li> </ul>

### 3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s management of R&D programs and facilities according to proposed plans;
- The extent to which the Laboratory’s management of projects/programs/facilities supports the Laboratory strategic plan
- Adequacy of the Laboratory’s consideration of technical risks;
- The extent to which the Laboratory is successful in identifying/avoiding technical problems;
- Effectiveness in leveraging across multiple areas of research and between research and facility capabilities;
- The extent to which the Laboratory demonstrates a willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.); and
- The use of LDRD and other Laboratory investments and overhead funds to improve the competitiveness of the Laboratory.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Laboratory plans that are reviewed by experts outside of lab management and/or include broadly-based input from within the Laboratory.

Letter Grade	Definition
A+	<p>In addition to meeting the all expectations under A,</p> <ul style="list-style-type: none"> <li>The Laboratory has taken extraordinary measures to deliver an extraordinary result of critical importance to DOE missions, which could include the delivery of a critical technology or insight in response to a National emergency</li> </ul>
A	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>several</i> programmatic areas. Examples are listed under A-.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>more than one</i> programmatic area. Examples of performance that exceeds expectations include:</li> <li>The Laboratory’s implementation of project/program/facility plans has led directly to significant cost savings and/or significantly higher productivity than expected;</li> <li>Project/program/facility plans prove to be robust against changing scientific and fiscal conditions through contingency planning;</li> <li>The Laboratory has demonstrated creativity and forceful leadership in development and/or proactive management of its project/program/facility plans to reduce or eliminate risk;</li> <li>The Laboratory’s proposals for new initiatives are funded through reallocation of resources from less effective programs.</li> <li>Research plans and management actions are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; and</li> <li>Management is prepared for budget fluctuations and changes in DOE program priorities – multiple contingencies are planned for; and</li> <li>LDRD investments, overhead funds, and other Laboratory funds are used to strengthen lab plans and fill critical gaps in the Laboratory portfolio enabling it to respond to future DOE initiatives and/or national emergencies;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>Project/program/facility plans are consistent with known budgets, are based on reasonable assessments of technical risk, are well-aligned with DOE interests, provide sufficient flexibility to respond to unforeseen directives and opportunities, and effectively leverage other Laboratory resources and expertise.</li> <li>The Laboratory has implemented the project/program/facility plans and has effective methods of tracking progress.</li> <li>The Laboratory demonstrates willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).</li> <li>The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations.</li> <li>LDRD investments and other overhead funds are managed appropriately.</li> </ul>

Letter Grade	Definition
B	<ul style="list-style-type: none"> <li>Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>The Laboratory has implemented the project/program/facility plans.</li> </ul> BUT the Laboratory fails to meet <i>at least one of</i> the conditions for B+.
B-	<ul style="list-style-type: none"> <li>Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>The Laboratory has implemented the project/program/facility plans.</li> </ul> BUT the Laboratory fails to meet <i>several of</i> the conditions for B+.
C	<ul style="list-style-type: none"> <li>Project/program/facility plans exist for most major projects/programs/facilities.</li> </ul> BUT the Laboratory has failed to implement the project/program/facility plans AND the Laboratory fails to meet <i>several of</i> the conditions for B+.
D	<ul style="list-style-type: none"> <li>Project/program/facility plans do not exist for a significant fraction of the Laboratory's major projects/programs/facilities;</li> </ul> OR <ul style="list-style-type: none"> <li>Significant work at the Laboratory is not in alignment with the project/program/facility plans</li> </ul>
F	The Laboratory has failed to conduct project/program/facility planning activities.

### 3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality, accuracy and timeliness of the Laboratory's response to customer requests for information;
- The extent to which the Laboratory provides point-of-contact resources and maintains effective internal communications hierarchies to facilitate efficient determination of the appropriate point-of-contact for a given issue or program element;
- The effectiveness of the Laboratory's communications and depth of responsiveness under extraordinary or critical circumstances; and
- The effectiveness of Laboratory management in accentuating the importance of communication and responsiveness.

Letter Grade	Definition
A+	In addition to meeting the all expectations under A, <ul style="list-style-type: none"> <li>The Laboratory's effective communication and extraordinary responsiveness in the face of extreme situations or a national emergency had a materially positive impact on the outcome of the event and/or DOE mission objectives</li> </ul>



Letter Grade	Definition
A	<p>In addition to satisfying the conditions for B+, the Laboratory also meets all of the following:</p> <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices;</li> <li>• Communication channels are well-defined and information is effectively conveyed;</li> <li>• Responses to HQ requests for information from all Laboratory representatives are prompt, thorough, correct and succinct; important or critical information is delivered in real-time;</li> <li>• Laboratory representatives <i>always</i> initiate a communication with HQ on emerging Laboratory issues; headquarters is never surprised to learn of emerging Laboratory issues through outside channels.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices; and</li> <li>• Responses to requests for information are prompt, thorough, and economical/succinct at all levels of interaction;</li> <li>• Laboratory representatives <i>often</i> initiate communication with HQ on emerging Laboratory issues;</li> <li>• under critical circumstances, essential information is delivered in real-time</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Staff throughout the Laboratory organization engage in good communication practices;</li> <li>• Responses to requests for information are prompt and thorough;</li> <li>• The accuracy and integrity of the information provided is never in doubt;</li> <li>• Up-to-date point-of-contact information is widely available for all programmatic areas;</li> <li>• Headquarters is always and promptly informed of both positive and negative events at the Laboratory</li> </ul>
B	<p>The Laboratory failed to meet the conditions for B+ <i>in a few instances</i></p>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Responses to requests for information do not provide the minimum requirements to meet HQ needs;</li> </ul> <p>While the integrity of the information provided is never in doubt, its accuracy sometimes is;</p> <ul style="list-style-type: none"> <li>• Laboratory representatives do not take the initiative to alert HQ to emerging Laboratory issues.</li> </ul>



Letter Grade	Definition
C	The Laboratory fails to meet the conditions for B+ for <i>one or more</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information frequently fail to provide the minimum requirements to meet HQ needs</li> <li>• The Laboratory used outside channels or circumvented HQ in conveying critical information;</li> <li>• The integrity and/or accuracy of information provided is sometimes in doubt;</li> <li>• Laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness;</li> <li>• Laboratory representatives failed to alert HQ to emerging Laboratory issues.</li> </ul>
D	The Laboratory fails to meet the conditions for B+ for one of the following reasons: <ul style="list-style-type: none"> <li>• Laboratory staff are generally well-intentioned in communication but consistently ineffective and/or incompetent;</li> <li>• The Laboratory management fails to emphasize the importance of effective communication and responsiveness</li> </ul>
F	The Laboratory fails to meet the conditions for B+ for one of the following reasons <ul style="list-style-type: none"> <li>• Laboratory staff are openly hostile and/or non-responsive to requests for information – emails and phone calls are consistently ignored;</li> <li>• Responses to requests for information are consistently incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.</li> </ul>

### Notable Outcomes

- BER: Complete a draft plan for the next generation large-scale, long-term manipulative field experiment. (Objective 3.1)

Science Program Office <sup>11</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Advanced Scientific Research</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			30%		
3.2 Project/Program /Facilities Management			40%		
3.3 Communications and Responsiveness			30%		
Overall ASCR Total					
<b>Office of Basic Energy Sciences</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			40%		
3.2 Project/Program /Facilities Management			30%		
3.3 Communications and Responsiveness			30%		
Overall BES Total					

<sup>11</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

<b>Office of Biological and Environmental Research</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			20%		
3.2 Project/Program /Facilities Management			30%		
3.3 Communications and Responsiveness			50%		
Overall BER Total					
<b>Office of Fusion Energy Sciences</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			40%		
3.2 Project/Program /Facilities Management			25%		
3.3 Communications and Responsiveness			35%		
Overall FES Total					
<b>Office of Nuclear Physics</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			40%		
3.2 Project/Program /Facilities Management			35%		
3.3 Communications and Responsiveness			25%		
Overall NP Total					

**Table 3.1 – SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Performance Goal 3.0 Total</b>					

**Table 3.2 – SC Program Office Overall Performance Goal Score Development<sup>12</sup>**

HQ Program Office <sup>13</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Defense Nuclear Nonproliferation</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall DNN Total					

<sup>12</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>13</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.

<b>Department of Homeland Security</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall DHS Total					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			35%		
3.2 Project/Program /Facilities Management			25%		
3.3 Communications and Responsiveness			40%		
Overall EERE Total					
<b>Office of Fossil Energy</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall FE Total					
<b>Office of Nuclear Energy</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall NE Total					
<b>Office of Electricity and Energy Reliability</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall OE Total					
<b>Nuclear Regulatory Commission</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall NRC Total					

**Table 3.3 – Other Program Office & Customer Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Science</b>			TBD%		
<b>Office of Defense Nuclear Nonproliferation</b>			TBD%		

<b>Department of Homeland Security</b>			TBD%		
<b>Office of Energy Efficiency and Renewable Energy</b>			TBD%		
<b>Office of Fossil Energy</b>			TBD%		
<b>Office Nuclear Energy</b>			TBD%		
<b>Office of Electricity and Energy Reliability</b>			TBD%		
<b>Nuclear Regulatory Commission</b>			TBD%		
<b>Performance Goal 3.0 Total</b>					

**Table 3.4 – Overall Performance Goal Score Development<sup>14</sup>**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 3.5 – Goal Final Letter Grade**

<sup>14</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

**GOAL 4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory**

**This Goal evaluates the Contractor’s Leadership capabilities in leading the direction of the overall Laboratory, the responsiveness of the Contractor to issues and opportunities for continuous improvement, and corporate office involvement/commitment to the overall success of the Laboratory.**

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in overall Contractor Leadership’s planning for, integration of, responsiveness to and support for the overall success of the Laboratory. This may include, but is not limited to, the quality of Laboratory Vision/Mission strategic planning documentation and progress in realizing the Laboratory vision/mission; the ability to establish and maintain long-term partnerships/relationships with the scientific and local communities as well as private industry that advance, expand, and benefit the ongoing Laboratory mission(s) and/or provide new opportunities/capabilities; implementation of a robust assurance system; Laboratory and Corporate Office Leadership’s ability to instill responsibility and accountability down and through the entire organization; overall effectiveness of communications with DOE; understanding, management and allocation of the costs of doing business at the Laboratory commensurate with associated risks and benefits; utilization of corporate resources to establish joint appointments or other programs/projects/activities to strengthen the Laboratory; and advancing excellence in stakeholder relations to include good corporate citizenship within the local community.

**Objectives:**

**4.1 Leadership and Stewardship of the Laboratory**

*By which we mean:* The performance of the laboratory’s senior management team as demonstrated by their ability to do such things as:

- Define an exciting yet realistic scientific vision for the future of the laboratory,
- Make progress in realizing the vision for the laboratory,
- Establish and maintain long-term partnerships/relationships that maintain appropriate relations with the scientific and local communities, and
- Develop and leverage appropriate relations with private industry to the benefit of the laboratory and the U.S. taxpayer.

Letter Grade	Definition
A+	The Senior Leadership of the laboratory has made outstanding progress (on an order of magnitude scale) over the previous year in realizing their vision for the laboratory, and has had a demonstrable impact on the Department and the Nation. Strategic plans are of outstanding quality, have been externally recognized and referenced for their excellence, and have an impact on the vision/plans of other national laboratories. The Senior leadership of the laboratory may have been faced very difficult challenges and plotted, successfully, its own course through the difficulty, with minimal hand-holding by the Department. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.
A	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory, and has through this has had a demonstrable positive impact on the Office of Science and the Department. Strategic plans are of outstanding quality, and recognize and reflect the vision/plans of other national laboratories. Faced with difficult challenges, actions were taken by the Senior leadership of the laboratory to redirect laboratory activities to enhance the long-term future of the laboratory. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.

Letter Grade	Definition
B+	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory. Strategic plans present long range goals that are both exciting and realistic. Decisions and actions taken by the lab leadership align work, facilities, equipment and technical capabilities with the laboratory vision and plan. The Senior leadership of the laboratory faced difficult challenges and successfully plotted its own course through the difficulty, with help from the Department. Partners in the scientific and local communities are supportive of the laboratory.
B	The Senior Leadership of the laboratory has made little progress over the previous year in realizing their vision for the laboratory. Strategic plans present long range goals that are exciting and realistic; however DOE is not fully confident that the laboratory is taking the actions necessary for the goals to be achieved. The Laboratory is not fully engaged with its partners/relationships in the scientific and local communities to maximize the potential benefits these relations have for the laboratory.
C	The Senior Leadership of the laboratory has made no progress over the previous year in realizing their vision for the laboratory or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are either unexciting or unrealistic. Business plans exist, but they are not linked to the strategic plan and do not inspire DOE's confidence that the strategic goals will be achieved. Partnerships with the scientific and local communities with potential to advance the laboratory exist, but they may not always be consistent with the mission of or vision for the laboratory. Affected communities and stakeholders are mostly supportive of the laboratory and aligned with the management's vision for the laboratory.
D	The Senior Leadership of the laboratory has made no progress or has back-slid over the previous year in realizing their vision for the laboratory or in aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are neither exciting nor realistic. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, or unlikely. Affected communities and stakeholders are not adequately engaged with the laboratory and indicate non-alignment with DOE priorities.
F	The Senior Leadership of the laboratory has made no progress or has back-slid over the previous year in realizing their vision for the laboratory or in or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are not aligned with DOE priorities or the mission of the laboratory. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, and unlikely, and/or the senior management team does not demonstrate a concerted effort to develop, leverage, and maintain relations with the scientific and local communities to assist the laboratory in achieving a successful future. Affected communities and stakeholders are openly non-supportive of the laboratory and DOE priorities.

## 4.2 Management and Operation of the Laboratory

**By which we mean:** The performance of the laboratory's senior management team as demonstrated by their ability to do such things as:

- Implement a robust contractor assurance system,

- Understand the costs of doing business at the laboratory and prioritize the management and allocation of these costs commensurate with their associated risks and benefits,
- Instill a culture of accountability and responsibility down and through the entire organization;
- Ensure good and timely communication between the laboratory and SC headquarters and the Site Office so that DOE can deal effectively with both internal and external constituencies.

Letter Grade	Definition
A+	<p>The laboratory has a nationally or internationally recognized contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk, and is working to help others internal and external to the Department establish similarly outstanding practices. The laboratory understands the drivers of cost at their lab, and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that all the national laboratories and the Department as a whole benefits.</p>
A	<p>The laboratory has improved dramatically in the last year in all of the following: building a robust and transparent contractor assurance system that integrates internal and external (corporate) evaluation processes to evaluate risk; demonstrating the use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan; understanding the drivers of cost at their lab, and prioritizing and managing these costs consistent with their associated risks and benefits to the laboratory and the SC laboratory system; demonstrating laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization; assuring communication between the laboratory and SC headquarters that is beneficial to both the lab and SC.</p>
A-	<p>The laboratory senior management performs better than expected (B+ grade) in these areas.</p>
B+	<p>The laboratory has a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory can demonstrate use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan. The laboratory understands the drivers of cost at their lab, and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization.</p> <p>Communication between the laboratory and SC headquarters and the Site Office is such that there are no surprises or embarrassments.</p>
B	<p>The laboratory has a contractor assurance system in place but further improvements are necessary, or the link between the CAS and the laboratory’s decision-making processes are not evident. The laboratory understands the drivers of cost at their lab, but they are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is mostly evident down and through the entire organization.</p> <p>Communication between the laboratory and SC headquarters and the Site Office is such that there are no significant surprises or embarrassments.</p>

C	The laboratory lacks a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory cannot demonstrate use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan. The laboratory does not fully understand the drivers of cost at their lab, and thus are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Communication between the laboratory and SC headquarters and the Site Office is such that there has been at least one significant surprise or embarrassment.
D	The laboratory lacks a contractor assurance system, doesn’t understand the drivers of cost at their lab, and is not prioritizing and managing costs. SC HQ must intercede in management decisions. Poor communication between the laboratory and SC headquarters and the Site Office has resulted in more than one significant surprise or embarrassment.
F	Lack of management by the laboratory’s senior management has put the future of the laboratory at risk, or has significantly hurt the reputation of the Office of Science.

### 4.3 Contractor Value-added

**By which we mean:** the additional benefits that accrue to the laboratory and the Department of Energy by virtue of having this particular M&O contractor in place. Included here, typically, are things over which the laboratory leadership does not have immediate authority, such as:

- Corporate involvement/contributions to deal with challenges at the laboratory;
- Using corporate resources to establish joint appointments or other programs/projects/activities that strengthen the lab, and
- Providing other contributions to the laboratory that that enable the lab to do things that are good for the laboratory and its community and that DOE cannot supply.

Letter Grade	Definition
A+	The laboratory has been transformed as a result of the many, substantial, additional benefits that accrue to the lab as a result of this contractor’s operation of the laboratory.
A	Over the past year, the laboratory has become demonstrably stronger, better and more attractive as a place of employment as a result of the many, substantial, additional benefits that accrue to the lab as a result of this contractor’s operation of the laboratory.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The laboratory enjoys additional benefits above and beyond those associated with managing the laboratory’s activities, that accrue as a result of this contractor’s operation of the laboratory.
B	The laboratory enjoys few additional benefits that accrue as a result of this contractor’s operation of the laboratory; help by the contractor is needed to strengthen the laboratory.
C	The laboratory enjoys few additional benefits that accrue as a result of this contractor’s operation of the laboratory; the contractor seems unable to help the laboratory.



Letter Grade	Definition
D	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are inconsistent with the interests of the laboratory and the Department.
F	The laboratory enjoys no additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are counter-productive to the interests of the Department.

**Notable Outcomes**

- Make measurable progress in identifying and deploying methods for reducing the cost of doing business, in a manner that makes additional resources available for mission. (Objective 4.2)
- Demonstrate the use of the full suite of resources at their disposal (including the expertise of laboratory scientists and engineers) to develop innovative, crosscutting strategies for meeting the Executive Order 13514 Goals. (Objectives 4.2, 4.3)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 4.0 – Provide Sound and Competent Leadership and Stewardship of the Laboratory</b>					
4.1 Leadership and Stewardship of the Laboratory			33%		
4.2 Management and Operation of the Laboratory			33%		
4.3 Contractor Value-Added			34%		
<b>Performance Goal 4.0 Total</b>					

**Table 4.1 – 4.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 4.2 – 4.0 Goal Final Letter Grade**

**GOAL 5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection**

The weight of this Goal is 30%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated ES&H systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 5.1 Provide an Efficient and Effective Health and Safety Program
- 5.2 Provide Efficient and Effective Environmental Management System

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in protecting workers, the public, and the environment. This may include, but is not limited to, minimizing the occurrence of environment, safety and health (ESH) incidents; effectiveness of the Integrated Safety Management (ISM) system; effectiveness of contractor assurance, work planning, feedback, and improvement processes; the strength of the safety culture throughout the Laboratory; the effective development, implementation and maintenance of an efficient Environmental Management system; and the effectiveness of responses to identified hazards and/or incidents.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 5.0 - Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection.</b>					
5.1 Provide an Efficient and Effective Health and Safety Program			60%		
5.2 Provide an Efficient and Effective Environmental Management System			40%		
<b>Performance Goal 5.0 Total</b>					

**Table 5.1 – 5.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 5.2 – 5.0 Goal Final Letter Grade**

**GOAL 6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)**

The weight of this Goal is 25%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated business systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)
- 6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System
- 6.3 Provide an Efficient, Effective, and Responsive Property Management System
- 6.4 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program
- 6.5 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; Assurance System and Other Administrative Support Services as Appropriate
- 6.6 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in the development, deployment and integration of foundational program (e.g., Quality, Financial Management, Acquisition Management, Requirements Management, and Human Resource Management) systems across the Laboratory. This may include, but is not limited to, minimizing the occurrence of management systems support issues; quality of work products; continual improvement and improvement driven by the results of audits, reviews, and other performance information; the integration of system performance metrics and trends; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; benchmarking and performance trending analysis. The DOE evaluator(s) shall also consider the stewardship of the pipeline of innovations and resulting intellectual assets at the Laboratory along with impacts and returns created/generated as a result of technology transfer, work for others and intellectual asset deployment activities.

**Notable Outcomes**

- Demonstrate efficient and effective execution of all American Recovery and Reinvestment Act (ARRA) activities at the laboratory. (Objectives 6.2)
- Leverage improvements in the Assurance and Assessment system, providing DOE with sufficient high confidence in performance that DOE’s oversight investment can be re-structured to focus on fewer, higher risk activities. (Objective 6.5)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 6.0 - Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>					
6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)			20%		
6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System			20%		
6.3 Provide an Efficient, Effective, and Responsive Property Management System			5%		
6.4 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program			15%		
6.5 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; Assurance System; and Other Administrative Support Services as Appropriate			30%		
6.6 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets			10%		
<b>Performance Goal 6.0 Total</b>					

**Table 6.1 – 6.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 6.2 – 6.0 Goal Final Letter Grade**

**GOAL 7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs**

The weight of this Goal is 25%.

**This Goal evaluates the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet today’s and tomorrow’s mission(s) and complex challenges.**

- 7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs
- 7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to Support the Continuation and Growth of Laboratory Missions and Programs

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in facility and infrastructure programs. This may include, but is not limited to, the management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness; effective facility utilization, maintenance and budget execution; day-to-day management and utilization of space in the active portfolio; maintenance and renewal of building systems, structures and components associated with the Laboratory’s facility and land assets; management of energy use and conservation practices; the integration and alignment of the Laboratory’s comprehensive strategic plan with capabilities; facility planning, forecasting, and acquisition; the delivery of accurate and timely information required to carry out the critical decision and budget formulation process; quality of site and facility planning documents; and Cost and Schedule Performance Index performance for facility and infrastructure projects.

**Notable Outcomes**

- Utilize an integrated infrastructure management program that ensures effective coordination within ORNL and with DOE and effectively integrates work scope from multiple external funding sources, as well as SC. (Objective 7.1)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 7.0 - Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs.</b>					
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs			50%		
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support the			50%		

Continuation and Growth of Laboratory Missions and Programs						
<b>Performance Goal 7.0 Total</b>						

**Table 7.1 – 7.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 7.2 – 7.0 Goal Final Letter Grade**

**GOAL 8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems**

The weight of this Goal is 20%.

**This Goal evaluates the Contractor’s overall success in safeguarding and securing Laboratory assets that supports the mission(s) of the Laboratory in an efficient and effective manner and provides an effective emergency management program.**

- 8.1 Provide an Efficient and Effective Emergency Management System
- 8.2 Provide an Efficient and Effective System for Cyber-Security and National Security Systems (NSS)
- 8.3 Provide an Efficient and Effective System for the Physical Security and Protection of Special Nuclear Materials, Classified Matter, and Property
- 8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in the safeguards and security, cyber security and emergency management program systems. This may include, but is not limited to, the commitment of leadership to strong safeguards and security, cyber security and emergency management systems; the integration of these systems into the culture of the Laboratory; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; maintenance and the appropriate utilization of Safeguards, Security, and Cyber risk identification, prevention, and control processes/activities; and the prevention and management controls and prompt reporting and mitigation of events as necessary.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 8.0 - Sustain and Enhance the Effectiveness of Integrated Safeguards and Security management (ISSM) and Emergency Management Systems.</b>					
8.1 Provide an Efficient and Effective Emergency Management System			15%		
8.2 Provide an Efficient and Effective System for Cyber-Security and National Security Systems (NSS)			25%		
8.3 Provide an Efficient and Effective System for the Physical Security and Protection of Special Nuclear Materials, Classified Matter, and Property			30%		
8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information			30%		
<b>Performance Goal 8.0 Total</b>					

**Table 8.1 – 8.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F



## Attachment I

### Program Office Goal & Objective Weightings Office of Science

		ASCR	BER	BES	FES	NP
		Weight	Weight	Weight	Weight	Weight
<b>Goal 1.0 Mission Accomplishment</b>						
	<i>Goal Weight</i>	40	65	30	20	40
1.1 Impact		50	60	50	50	50
1.2 Leadership		50	40	50	50	50
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>						
	<i>Goal Weight</i>	40	10	50	55	40
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)		10	0	10	100	0
2.2 Construction of Facility / Fabrication of Components (execution phase, Post CD-2 to CD-4)		10	0	15	0	0
2.3 Operation of Facility		70	90	65	0	85
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community		10	10	10	0	15
<b>Goal 3.0 Program Management</b>						
	<i>Goal Weight</i>	20	25	20	25	20
3.1 Effective and Efficient Strategic Planning and Stewardship		30	20	40	40	40
3.2 Project/Program/Facilities Management		40	30	30	25	35
3.3 Communications and Responsiveness		30	50	30	35	25

## Attachment II

### Program Office Goal & Objective Weightings All Other Customers<sup>15</sup>

		DNN	DHS	EERE	FE	NE	OE	NRC
		Weight	Weight	Weight	Weight	Weight	Weight	Weight
<b>Goal 1.0 Mission Accomplishment</b>								
	<i>Goal Weight</i>	50	50	50	50	45	34	50
1.1 Impact		67	50	60	50	50	50	50
1.2 Leadership		33	50	40	50	50	50	50
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>								
	<i>Goal Weight</i>	0	0	20	0	10	33	0
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)		0	0	10	0	0	25	0
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)		0	0	90	0	0	25	0
2.3 Operation of Facility		0	0	0	0	100	25	0
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community		0	0	0	0	0	25	0
<b>Goal 3.0 Program Management</b>								
	<i>Goal Weight</i>	50	50	30	50	45	33	50
3.1 Effective and Efficient Strategic Planning and Stewardship		34	34	35	34	34	34	34
3.2 Project/Program/Facilities Management		33	33	25	33	33	33	33
3.3 Communications and Responsiveness		33	33	40	33	33	33	33

<sup>15</sup> Goal and Objective weightings indicated for non-science customers are reflective of FY 2011 weightings and will be updated as those customers provide their weightings. Final Goal and Objective weightings will be incorporated, as appropriate, once they are determined by each HQ Program Office and provided to the Site Office. Should a HQ Program Office fail to provide final Goal and Objective weightings before the end of the first quarter FY 2011 the preliminary weightings provided shall become final.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX H  
ANNEX OF INFORMATION AND INTELLECTUAL PROPERTY**

**Annex on Information and Intellectual Property**

*Article 1*

**Subject Matter and Definitions**

- 1.1 This Annex covers the dissemination, exchange, use and protection of information and intellectual property pertaining to protectable subject matter, in the execution of this Agreement. Unless otherwise provided, the terms used in this Annex shall have the same meaning as in this Agreement.
- 1.2 **Information** shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in paragraph 1.3 below.
- 1.3 **Intellectual Property** shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. For the purposes of this Annex, Intellectual Property may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and
- a) have been held in confidence by their owner,
  - b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents,
  - c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
  - d) are not available to the receiving party without an obligation concerning confidentiality.
- 1.4 **Background Intellectual Property** shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of this Agreement, or outside of the scope of this Agreement.
- 1.5 **Generated Intellectual Property** shall mean Intellectual Property that is generated or acquired with full ownership by a Member, acting through a Domestic Agency or Entity, or by the ITER Organization or jointly pursuant to and in the course of the performance of this Agreement.
- 1.6 **Improvements** shall mean any technological advancement to existing Intellectual Property, including derivative works.
- 1.7 **Entity or Entities** shall mean any entity with which a Domestic Agency or the ITER Organization has entered into a contract for the supply of goods or services for the purposes of this Agreement.

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*Article 2*

General Provisions

- 2.1. Subject to the provisions of this Annex, the Members support the widest possible dissemination of Generated Intellectual Property.
- 2.2. Each Member shall ensure that the other Members and the ITER Organization can obtain the rights to Intellectual Property allocated in accordance with this Annex. Contracts placed by each Member or the ITER Organization with any Entity shall be consistent with the provisions of this Annex. In particular, appropriate public procurement procedures must be followed by all Members and the ITER Organization in order to ensure compliance with this Annex.

The ITER Organization shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member and the ITER Organization shall ensure access for the ITER Organization and the other Members to inventions and other Intellectual Property generated or incorporated in the execution of the contracts provided that inventors' rights are respected, in conformity with this Annex.

- 2.3. This Annex does not alter or prejudice the allocation of rights between a Member and its nationals. Whether the rights concerning Intellectual Property shall be held by a Member or its nationals shall be determined as between themselves in accordance with their applicable laws and regulations.
- 2.4. If a Member generates or acquires full ownership of Intellectual Property in the course of the execution of this Agreement, the Member shall notify all other Members and the ITER Organization in a timely manner and provide details of such Intellectual Property.

*Article 3*

Dissemination of Information and Scientific Publications whether or not Copyrighted

Each Member shall be entitled, for non commercial uses, to translate, reproduce, and publicly distribute Information directly arising from the execution of this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

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Article 4

Intellectual Property Generated or Incorporated by a Member, a Domestic Agency or Entity

4.1. Generated Intellectual Property:

4.1.1 If protectable subject matter is generated by a Member, a Domestic Agency or Entity in the course of the execution of this Agreement, the Member, the Domestic Agency or Entity shall be entitled to acquire all rights, title and interest in all countries in and to such intellectual property according to applicable laws and regulations.

4.1.2 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Generated Intellectual Property to other Members and the ITER Organization, with the right of the ITER Organization to sub-license, and the right of the other Members to sub-license within their respective territory, for the purposes of publicly sponsored fusion research and development programmes.

4.1.3 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall make available on an equal and non-discriminatory basis a non-exclusive license to such Generated Intellectual Property to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which such Member licenses such Generated Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.1.4 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property pursuant to this Agreement is encouraged to enter into commercial arrangements with the other Members, Domestic Agencies, Entities and third parties in order to allow use of Generated Intellectual Property in fields other than fusion.

4.1.5 Members, and their Domestic Agencies or Entities, that license or sub-license Generated or Background Intellectual Property pursuant to this Annex, will maintain records of any such licensing, which records will be available to other Members, such as through the ITER Organization.

4.2. Background Intellectual Property:

4.2.1. Background Intellectual Property shall remain the property of the party that owns this intellectual property.

4.2.2. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items provided to the ITER Organization which Background Intellectual Property is required:



- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement,

shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Background Intellectual Property to other Members and to the ITER Organization, with the right of the ITER Organization to sub-license and the right of Members to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programmes.

4.2.3. (a) Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item,
- when decided necessary by the Council, in advance of any public procurement, or
- for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that the ITER Organization has an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the ITER facilities.

(b) When confidential information is made available to the ITER Organization, it must be clearly marked so, and transmitted pursuant to an arrangement for confidentiality. The recipient of such information shall use it only for purposes set forth in 4.2.3 (a) and shall preserve its confidentiality to the extent provided in that arrangement. Compensation for damages arising from the misuse of such background confidential information by the ITER Organization shall be paid by the ITER Organization.

4.2.4. Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information such as know how or trade secrets into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or

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- when decided necessary by the Council, in advance of any public procurement,

shall use its best efforts to either grant a commercial license to such background confidential information or supply the same items incorporating the background confidential information to the receiving party by means of private contracts with financial compensation for publicly sponsored fusion research and development programmes of a Member on terms no less favorable than the basis upon which such Member licenses such background confidential information or supplies the same items to third parties within or outside such Member's own territory. As long as such terms have been offered, such license or supply of such item shall not be denied. The license, if granted, may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.5. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, including background confidential information, in the execution of this Agreement shall use its best efforts to make sure that the component incorporating the Background Intellectual Property is available on reasonable terms and conditions, or use its best efforts to grant on an equal and non-discriminatory basis a non-exclusive license to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory, on terms no less favorable than the basis upon which such Member licenses such Background Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.6. Any Member, acting through a Domestic Agency or Entity, is encouraged to make available for commercial purposes other than those set out in article 4.2.5. to the other Members, any Background Intellectual Property incorporated into the items provided to the ITER Organization which Background Intellectual Property was required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement.

Such Background Intellectual Property, if licensed by the owners to the Members, shall be licensed on an equal and non-discriminatory basis.

4.3. Licensing to Third Parties of Non-Members:

Any license on Generated Intellectual Property granted by the Members to third parties of non-Members shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

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Article 5

Intellectual Property Generated or Incorporated by the ITER Organization

5.1 Generated Intellectual Property:

5.1.1 Where intellectual property is generated by the ITER Organization, in the course of the execution of this Agreement, it shall be owned by the ITER Organization. The ITER Organization shall develop appropriate procedures for the recording, reporting and protection of the Intellectual Property.

5.1.2 Such intellectual property shall be licensed by the ITER Organization to the Members on an equal, non-discriminatory, irrevocable, non-exclusive, royalty-free basis, with the right of the Members to sub-license within their territory for the purpose of fusion research and development.

5.1.3 Generated Intellectual Property that has been developed or acquired by the ITER Organization in the course of the execution of this Agreement shall be licensed to the Members on an equal, non-discriminatory, non-exclusive basis for commercial use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Generated Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2 Background Intellectual Property:

5.2.1. Provided that it has the pertinent rights, when the ITER Organization incorporates Background Intellectual Property which is required:

- to construct operate, use or integrate technology for research and development in relation to the ITER facilities,
- to create improvements and derivative works,
- to repair and maintain the ITER facilities, or
- when decided necessary by the Council, in advance of any public procurement,

the ITER Organization shall make the necessary arrangements in order to sub-license that Background Intellectual Property on an equal and non-discriminatory basis by an irrevocable, non-exclusive, royalty-free license to the Members, with the right of the Members to sub-license within their respective territory for the purpose of fusion research and development. The ITER Organization shall make its best efforts to acquire the pertinent rights.

5.2.2. For Background Intellectual Property, including background confidential information, incorporated by the ITER Organization in the course of the execution of this Agreement, the ITER Organization shall use its best efforts to make available on an equal and non-discriminatory basis a non-exclusive license to the Members for commercial fusion use, with the right to sub-license for such use by such Members'

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own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Background Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2.3. The ITER Organization shall use its best efforts to make available to the Members any Background Intellectual Property, including background confidential information, for purposes other than those set out in article 5.2.2. Such Background Intellectual Property, if licensed by the ITER Organization to the Members, shall be licensed on an equal and non-discriminatory basis.

5.3 Licensing to third parties of a non-Member:

Any license granted by the ITER Organization to third parties of a non-Member shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

#### Article 6

##### Intellectual Property Generated by the ITER Organization's Staff and other Researchers

- 6.1. Intellectual Property generated by directly employed and seconded staff of the ITER Organization shall be owned by the ITER Organization and treated in corresponding employment contracts or regulations consistent with the provisions set out herein.
- 6.2. Intellectual Property generated by visiting researchers who are participating in the activities of the ITER Organization through an arrangement with the ITER Organization for undertaking specific activities and who are directly involved in general programmes of the ITER Organization exploitation, shall be owned by the ITER Organization unless otherwise agreed by the Council.
- 6.3. Intellectual Property generated by visiting researchers not involved in general programmes of the ITER Organization exploitation shall be subject to an arrangement with the ITER Organization pursuant to conditions established by the Council.

#### Article 7

##### Protection of Intellectual Property

- 7.1. When a Member acquires or seeks protection for Generated Intellectual Property developed or acquired by that Member, such Member shall notify in a timely manner and provide details of such protection to all other Members and to the ITER Organization. If a Member decides not to exercise its right to seek protection for Generated Intellectual Property in any country or region, it shall notify the ITER Organization in a timely manner of its decision, and the ITER Organization may then seek to obtain such protection either directly or via the Members.

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- 7.2. For Generated Intellectual Property developed or acquired by the ITER Organization, the Council shall adopt, as soon as practicable, appropriate procedures for the reporting, protection and recording of such Intellectual Property for example through the creation of a database to which the Members may have access.
- 7.3. In the event of a joint creation, the participating Members and/or the ITER Organization shall have the right to seek to obtain in co-ownership Intellectual Property in any State they choose.
- 7.4. There shall be co-ownership of Intellectual Property when created by two or more Members or by one or more Members together with the ITER Organization and when the features of such intellectual property are not capable of being separated for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right. In such a case the joint creators shall agree among themselves by means of a co-ownership arrangement on the allocation of and the terms of exercising the ownership of the said Intellectual Property.

#### *Article 8*

##### Decommissioning

- 8.1. For the decommissioning phase after the transfer of the facilities to the Host State, the Host Party shall provide to the other Members all relevant information, whether published or not, generated or used during the decommissioning of the ITER facilities.
- 8.2. Intellectual Property generated by the Host State during the decommissioning phase shall not be affected by this Annex.

#### *Article 9*

##### Termination and Withdrawal

- 9.1. The Council shall, as necessary, address any issues relating to the termination of this Agreement or the withdrawal of a Party in so far as they relate to Intellectual Property, that are not fully addressed in this Agreement.
- 9.2. The Intellectual Property rights conferred and obligations imposed upon the Members and the ITER Organization by the provisions of this Annex, in particular all granted licenses, shall subsist after the termination of this Agreement, or after the withdrawal of a Party.

#### *Article 10*

##### Royalties

Royalties received from the licensing of Intellectual Property by the ITER Organization shall be a resource of the ITER Organization.

*Article 11*

Settlement of Disputes

Any dispute arising out of or in connection with this Annex shall be settled in accordance with Article 25 of this Agreement.

*Article 12*

Awards to Inventors

The Council shall determine appropriate terms and conditions for the remuneration of the Staff when such Staff generates Intellectual Property.

*Article 13*

Liability

When negotiating license arrangements, the ITER Organization and the Members shall, as appropriate, include suitable provisions governing their respective liabilities, rights and obligations arising from the execution of those license arrangements.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX I  
INTELLECTUAL PROPERTY MANAGEMENT PLAN**

## BioEnergy Science Center IP Management Plan

### 1. Introduction

The principal goals of this intellectual property management plan for the BioEnergy Science Center (BESC) include:

- Broad and rapid dissemination of information among the BESC team members to maximize productivity and progress;
- Timely and equitable distribution of the new technology to researchers in relevant fields including, but not necessarily limited to biofuels development; and
- Effective, coordinated commercialization of technologies through formation of promising start-up ventures as well as licensing to corporate entities pursuing biofuels development.

The BESC is comprised of researchers at the following member institutions which are universities, DOE National Laboratories, a non-profit research foundation, or industrial research partners.

#### *DOE National Labs*

- Oak Ridge National Laboratory
- National Renewable Energy Research Laboratory
- Brookhaven National Laboratory

#### *Non-profit Research Foundation*

- Samuel Roberts Noble Foundation

#### *Universities*

- The University of Tennessee:
- University of Georgia
- Georgia Institute of Technology
- Dartmouth College
- University of California at Riverside
- Washington State University
- University of Minnesota
- Virginia Polytechnic Institute and State University
- North Carolina State University
- Cornell University

#### *Industrial Team Members*

- ArborGen, LLC
- Mascoma Corporation
- Verenum Corporation



## 2. Definitions

- 2.1 The BioEnergy Science Center (“BESC”) is a program funded under BESC Funding. The research of BESC is performed by employees of BESC member institutions: Oak Ridge National Laboratory, National Renewable Energy Laboratory, Georgia Institute of Technology, University of Georgia, University of Tennessee, Dartmouth College, ArborGen LLC, Verenum Corporation, Mascoma Corporation, The Samuel Roberts Noble Foundation, Inc., Brookhaven National Laboratory, Cornell University, North Carolina State University, University of California-Riverside, University of Minnesota, Virginia Polytechnic Institute and State University, and Washington State University, and, such other industry and non-profit participants as may be added from time to time by BESC (collectively referred to as BESC members or member institutions.)
- 2.2 “BESC Funding” means the funding for BESC that was awarded by DOE to ORNL under Contract No. DE-AC02-00OR22725 in connection with Funding Opportunity Announcement number DE PS02-06ER64304.
- 2.3 “BESC Invention” means an invention conceived or first actually reduced to practice under BESC Funding. Title to BESC Inventions follows inventorship as per Federal law. The BESC member institution which employs the inventors will have the right to elect title to BESC Inventions.
- 2.4 “Core Technology” means the following application areas:
- a) Formation of biomass with reduced recalcitrance
  - b) New tools for biomass characterization
  - c) Microbial/enzymatic hydrolysis of lignocellulose

For the avoidance of doubt, these Core Technology areas do not include applications that are not related to biomass modification for biofuels production. For example, if an invention has applications both in biofuel production and in the pharmaceutical industry or in the non-biofuel specialty chemicals industry, those non-biofuel applications would be outside the core technical areas. Licensing in fields other than the Core Technologies shall be at the discretion of the party or parties owning the invention.

2.5 “BESC IP” means BESC Inventions, non-patentable materials (including biological materials), mask works, trademarks and copyrighted works that arise under BESC Funding.

## 3. BESC Commercialization Council

BESC will form a Commercialization Council to oversee rapid dissemination of invention disclosures as well as to consolidate licensing of BESC IP in the Core Technologies to a single, streamlined “one stop shop.” The Council will be comprised of one representative from each of the BESC member institutions for as long as that institution is an active member of the BESC, i.e., for the time that member continues to receive BESC Funding. In addition, the invention owner’s institution, regardless of its current status as a subcontractor, will be included on the BESC Commercialization Council for purposes of licensing the BESC IP that it owns, solely or jointly.

The function of this Council is to review and evaluate new BESC IP, and consider the technical merit and commercial potential of each. The Council is intended as a forum for discussion regarding further maturation of technologies and sharing of insights about market opportunities. It may also provide recommendations to the IP owners regarding filing of patent applications. This forum will serve as a communications means and a clearing house for distribution of information about BESC inventions

throughout the team. The decision to commit resources for patent filing will remain with the owning institution(s),

The progress of any patent application preparation and prosecution will be monitored by this Council. As IP strategies are developed and market analyses are conducted, this group will explore licensing leads and commercialization opportunities in the Core Technology areas. Licensing inquiries will be communicated to the Council by any BESC member who receives such expressions of interest.

ORNL will serve as coordinator for the Commercialization Council.

#### **4. Ownership of inventions**

The statutes governing disposition of title to new inventions under Government agreements will be followed:

- i. The Bayh-Dole Act, 35 U.S.C. 200 et seq., requires that Universities, Non-Profits and small business who are participating under a funding agreement (as defined in the Bayh-Dole Act) will have the option to retain title to their own employees' inventions.
- ii. The Federal Non Nuclear Energy Act of 1974, 42 U.S.C. 5908, will govern disposition of title for all other parties, regardless of whether they receive government funding, and it requires that the Government obtains title to new inventions unless a waiver is granted.
- iii. Inventions made by employees of ORNL, NREL and Brookhaven National Laboratory will be subject to the M&O contract terms and conditions with respect to ownership of inventions made by lab employees. The M&O contract generally provides that the lab has the right to elect to retain title to inventions made by their lab employees.

#### **5. Filing of Patent Applications**

Each owner institution will protect its BESC Inventions according to its standard practices and is responsible for the costs of any domestic and foreign protection. DOE will have the right to file patent applications if the owner institution does not wish to do so, and has indicated a willingness to use its waiver authority to allow others to file in such situations.

#### **6. IP Management**

BESC will provide a simplified means for industry to negotiate licenses and other agreements relating to BESC IP (e.g., CRADA, WFO, bailment, option) by centralizing these activities with a lead institution, (normally ORNL but another BESC member may be designated as the lead by the Commercialization Council, depending on the circumstances), so as to provide a "One Stop Shop." The University of Georgia Research Foundation will be the normal lead institution for negotiating sponsored research contracts with industrial sponsors on behalf of the BESC members and will distribute funds as appropriate using normal subcontracting mechanisms.

BESC members will enter into a separate inter-institutional (IIA) licensing/royalty-sharing / commercialization agreement with ORNL for the implementation of centralized licensing and subsequent royalty distributions. The IIA will allow ORNL, or another designated lead licensing institution, to negotiate commercial licenses or sublicenses to any/all BESC IP. The IIA will also address the details of royalty distribution from the licensing of bundled or jointly owned patents. Licensing and partnering shall be conducted in a manner that maximizes benefit to the US economy and

provides fairness of opportunity with respect to third party access to lab partnering and licensing opportunities. M&O (Management and Operating) contract provisions (e.g., fairness of opportunity, US manufacturing) continue to apply to inventions of NREL, ORNL and Brookhaven.

On behalf of the IP owners, the lead licensing institution will manage all licensing matters, including contract management, licensing income distribution within BESC (according to allocation decisions made by the BESC IP/Licensing Investment Committee) and to each IP owner, and reporting. The lead licensing institution shall not license BESC IP outside of the Core Technology areas, except with the concurrence of the IP owner(s), allowing those owners to license to third parties in fields other than Core Technologies at their sole discretion.

Other activities with third parties relating to access to BESC IP (e.g., NDAs, Material Transfer Agreements, etc.) will be coordinated through the BESC Commercialization Council which will designate a lead institution as needed.

For industrial team members who intend to utilize their own IP in their own commercial activities, such IP will be available for licensing to third parties by a BESC lead licensing institution if the industrial team member is not meeting a contractually agreed to business plan to commercialize such inventions.

## **7. Licensing in the Core Technology areas**

BESC (through ORNL or another team member who may be designated by the Commercialization Council as the lead institution for licensing) will have the capability to license BESC IP and to bail tangible research products, including biological materials, in the Core Technology areas. The lead licensing institution shall not license BESC IP outside of the Core Technology areas, except with the concurrence of the IP owner(s), allowing those owners to license to third parties in fields other than Core Technology areas at their sole discretion.

For licensing of any BESC IP in these Core Technology areas the following licensing principles will apply:

- a) Credible business plans shall be required for all commercial licensing. Before executing any license agreement for a field of use within the Core Technologies, the lead licensing institution will evaluate the capabilities of the potential licensee, and the company must demonstrate that it has the expertise and capital needed to further the development of the technology and successfully bring the technology to market in the fields of use in which a license would be granted. BESC will obtain information about the potential licensee's plan for the commercialization of the BESC IP through BESC's independent research, discussions or meetings with the potential licensee, and/or a formal business plan. BESC IP in Core Technologies will be licensed on a non-exclusive basis when, in the reasonable judgment of the lead licensing institution, this allows the technology to be adopted most successfully by the market. BESC will license IP to companies only in the fields of use (FOU) in which the company is capable and committed to bringing the technology to market, saving other FOU's for additional licensees; alternatively, BESC may include a provision for mandatory sublicensing of BESC IP to reasonably ensure that various applications can be commercialized rather than remaining fallow.
- b) All potential licensees requesting any degree of exclusivity for BESC IP must demonstrate their capability to successfully bring the technology to market. For any license negotiated on behalf of BESC that grants exclusive rights in BESC IP in any field of use in a Core Technology area, the licensee must agree to and meet diligence (performance) requirements marking the development and successful market introduction of the technology. If a

company fails to meet diligence requirements, it will be given a reasonable opportunity to comply and the lead licensing institution will negotiate substitute diligence provisions and amend the license. If the licensee is not able to meet these requirements, the license will be reduced to a nonexclusive license or be terminated.

- c) For BESC IP which is within the Core Technologies, BESC members agree that they will not enter into or be subject to any future agreements with third parties which provide preferential licensing of BESC IP to any third party without prior approval by DOE.

## **8. Licensing Revenue Allocations**

Each BESC member institution that is an IP owner of licensed BESC IP is entitled to a percentage of any royalties or other income from such licenses. BESC members agree that for licenses of BESC Inventions in the Core Technology areas a percentage of licensing income as set forth below, will be allocated by BESC for the support of scientific research or education to further the efforts of BESC at the BESC member institutions.

Licensing income from each license in Core Technology areas will be distributed annually as follows (“BESC Distribution”):

- a) A standard 15% administrative fee will go to the lead licensing institution to offset the cost of license administration.
- b) Next, licensing income is used to reimburse IP owners for patent expenses; Until the licensing income reaches \$200,000, the balance of licensing income after expenses will be distributed to IP owner(s). (if there are several co-owners of IP in a license this distribution will be made in a proportionate way as specified in the IIA)
- c) After licensing income reaches \$200,000, 60% of net licensing income received thereafter (after above expenses) is sent to BESC, per DOE requirement; allocation of these funds to BESC member institution for biofuels-related research is determined by the BESC IP Licensing/Investment Committee.
- d) The remaining 40% of net licensing income is distributed to the IP owner(s); and
- e) any royalty sharing with inventors is made from that remaining 40%.
- f) Any remaining net licensing income may be used by the BESC member institution in accordance with its own policies, subject to restrictions in its M&O contract, Bayh-Dole, etc.
- g) The disposition of royalties or other income, including liquidated equity, set forth in c), d) and e) above, remains in effect so long as BESC Funding continues. If the BESC no longer exists due to lack of DOE funding, or for any other termination of BESC, then the special allocation of funds in c), d) and e) is no longer applicable.

Licensing income includes fees (such as license issue fees, license maintenance or milestone fees), royalties, and liquidation of any equity received for the license grant, but for the purpose of clause c) above, does not include reimbursement of patent costs by licensees. Furthermore, for purposes of the BESC Distribution, if BESC grants two or more licenses to a specific company for members of the same patent family (i.e., an initial patent application and any subsequent application claiming priority to that application, such as conversions, continuations or divisionals, or any patents issuing thereon), the licensing income from those licenses will be aggregated for the purposes of the \$200,000 threshold set forth in clause c). Where the BESC member institution owning such equity has an official policy specifying the time for liquidation of such equity, that official policy shall apply to the timing of the liquidation of such equity. Negotiations for continued utilization of BESC will include a plan for the future management and disposition of any such remaining unliquidated equity.

The royalties described in paragraph a) which comprise the 60% utilized for the support of scientific research or education in support of BESC will be allocated to projects approved by a BESC IP/Licensing Investment Committee<sup>1</sup>. BESC researchers will be invited to propose scientific research and education-related tasks to which these funds may be allocated by this Committee. Allocation decisions by this Committee will be made available for review and comment by BESC team members for at least ten days for review and comment before funds are distributed. The BESC Board of Directors<sup>2</sup> will monitor the allocation process to assure that research proposals from the researchers employed by the intellectual property owner(s) receive higher priority for this funding.

Royalties reserved for use in support of BESC research will be tracked so that at the end of the 5 years, remaining funds can be distributed to the IP owners if the BESC contract is not renewed or if other funds to continue BESC are not secured.

## **9. Information Sharing**

It is the intention of the BESC that the fruits of its research be widely and promptly disseminated, with a goal of maximizing the impact of the research and its long-term benefit to the U.S. and to society. Even in those situations in which protection of inventions is desirable, e.g., to induce further commercial development, or is required under specific funding obligations, such inventions are also expected to be widely and promptly disseminated.

All BESC Team Members have executed a mutual NDA to be able to interact fully with each other. Technical data will also be shared appropriately with the other two Bioenergy Research Centers (JBEI and GLBRC) and with any DOE advisory committee assisting with the evaluation of BESC activities. Subject to DOE approval, a list will be mutually developed of the types of data first produced by the BESC that must be immediately released to the public.

To facilitate the mutual exchange of reagents and biological materials among BESC researchers, a master Materials Transfer Agreement will be implemented. Individual transactions for exchange of reagents and other biological materials will be documented electronically using secure information technology.

BESC team members agree to have safeguards in place to manage personal and organizational conflicts of interest that may arise from the licensing of BESC IP.

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<sup>1</sup> The BESC IP/Licensing Investment Committee consists of the BESC Program Director, the leads in each of the Scientific Focus Areas, and a representative of each IP owner whose IP was licensed in the Core Technologies.

<sup>2</sup> The BESC Board of Directors (BOD) consists of representatives of the executive leadership of BESC institutional members plus a group of up to three internationally known R&D leaders with extraordinary entrepreneurial records of achievement, or biotechnology industry leaders. This BOD serves (1) to approve BESC strategic directions and annual project and budget plans, (2) to approve annual performance goals for the BESC leadership team and to evaluate the performance of the team, and (3) to support BESC leadership in managing effective interfaces with translational and applied R&D, technology transfer, and commercialization.


**10. Reporting to DOE**

Each BESC member institution shall require its researchers to report all inventions in a manner consistent with reporting of other intellectual property resulting from federally funded research. No later than sixty (60) days from receipt of disclosure, each BESC member institution shall disclose to BESC, through the BESC Commercialization Council, all BESC Inventions, software, and tangible research products resulting from BESC Funding.

ORNL will report all such invention disclosures to DOE promptly, along with information about any BESC technology transfer transactions that the team members may have had. IP management and technology transfer activities of the BESC in the Core Technology areas are subject to DOE appraisal.

**Accepted by:**

**BESC Member Institution:** University of Georgia Research Foundation, Inc.

By:   
Name: SHAIL MALIK  
Title: DIRECTOR, TCO  
Date: 10-18-07

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## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—  
February 22, 2006

M. Fietze  
2-24-06

Mr. Greg L. Turner  
UT-Battelle, LLC  
Oak Ridge National Laboratory  
Post Office Box 2008  
Oak Ridge, Tennessee 37831-6255

Dear Mr. Turner:

### **REIMBURSEMENT AUTHORIZATION NUMBER M122-02 – GROUP INSURANCE PLANS**

This is in response to your letter dated February 1, 2006, requesting approval for the addition of a combined dental and vision care benefit plan for retirees age 65 and older. These plans would be paid for by participating retirees with no cost to UT-Battelle, LLC.

Enclosed is the approved Reimbursement Authorization M122-02.

If you have any questions, please contact Laura Easterling at 865-576-0662.

Sincerely,

A handwritten signature in black ink, appearing to read "George J. Malosh".

George J. Malosh  
Assistant Manager for Science

Enclosure



DOE Form AD-36  
(4-91)

U. S. Department of Energy  
REIMBURSEMENT AUTHORIZATION

No.

RA No. M122-02

Page 1 of 1

Project

Operations and Research

Location

Oak Ridge, Tennessee

Contractor

UT-Battelle, LLC

Contract No.

DE-AC05-00OR22725

Date of Contract

April 1, 2000

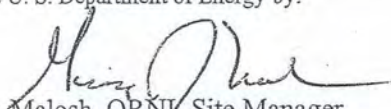
The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: April 1, 2006.

The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-02), Appendix A will be reissued and placed on the Web.

Page 4-8 should be removed and replaced with the attached. The following highlights the changes incorporated by this RA:

<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
4-8	4.10 Group Insurance Plans	Adds Dental/Vision plans for retirees age 65 and older

Approval for the U. S. Department of Energy by:

  
Mr. George J. Malosh, ORNL Site Manager

Date:

2/15/06



Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 12, 2006

Mr. Greg L. Turner  
UT-Battelle, LLC  
Oak Ridge National Laboratory  
Post Office Box 2008  
Oak Ridge, Tennessee 37831-6255

Dear Mr. Turner:

**REIMBURSEMENT AUTHORIZATION NUMBER M122-03 – GROUP INSURANCE PLANS**

This is in response to your letter dated May 5, 2006, requesting approval for the addition of a voluntary benefit program for critical illness and cancer programs. These plans are to be paid for by participating employees with no cost to UT-Battelle, LLC.

Enclosed is the approved Reimbursement Authorization M122-03.


If you have any questions, please contact Laura Easterling at 865-576-0662.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny O. Moore".

Johnny O. Moore  
Acting Assistant Manager for Science

Enclosure

DOE Form AD-36 (4-91)		No. RA No. M122-03						
<b>U. S. Department of Energy REIMBURSEMENT AUTHORIZATION</b>		Page 1 of 1						
Project	Location							
Operations and Research	Oak Ridge, Tennessee							
Contractor								
UT-Battelle, LLC								
Contract No.	Date of Contract							
DE-AC05-00OR22725	April 1, 2000							
<p>The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: June 1, 2006.</p> <p>The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-03), Appendix A will be reissued and placed on the Web.</p> <p>Page 4-8 should be removed and replaced with the attached. The following highlights the changes incorporated by this RA:</p> <table border="1"> <thead> <tr> <th><u>Page</u></th> <th><u>Paragraph</u></th> <th><u>Description</u></th> </tr> </thead> <tbody> <tr> <td>4-8</td> <td>4.10 Group Insurance Plans</td> <td>Adds Voluntary Benefit Plan</td> </tr> </tbody> </table>			<u>Page</u>	<u>Paragraph</u>	<u>Description</u>	4-8	4.10 Group Insurance Plans	Adds Voluntary Benefit Plan
<u>Page</u>	<u>Paragraph</u>	<u>Description</u>						
4-8	4.10 Group Insurance Plans	Adds Voluntary Benefit Plan						
Approval for the U. S. Department of Energy by:		Date:						
 Mr. Johnny O. Moore, Acting Assistant Manager for Science		6/9/06						

RA 122-04



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 12, 2007

Mr. Gregory L. Turner  
Chief Financial Officer  
Business and Information Services  
Oak Ridge National Laboratory  
UT-Battelle, LLC  
Post Office Box 2008  
Oak Ridge, Tennessee 37831-6231

Dear Mr. Turner:

**CONTRACT DE-AC05-00OR22725, APPENDIX A, 7. MISCELLANEOUS POLICIES,  
7.11 RESOURCE RECRUITING AND RETENTION TOOLBOX**

In reply to your May 15, 2007, correspondence, I approve the enclosed modification to Appendix A.

If there are any questions, please contact Martha Kass at 576-0717.

Sincerely,

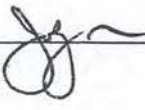
A handwritten signature in black ink, appearing to read "Johnny O. Moore".

Johnny O. Moore  
Assistant Manager for Science

cc:

David K. Arakawa, SC-11, ORO  
William J. Cahill, SC-10, ORO  
Lisa B. Carter, AD-441, ORO  
Mark A. Million, AD-42, ORO  
Lori Barreras, ORNL  
Michael J. Fietze, ORNL



DOE Form AD-36 (4-91)		No. RA No. M122-04						
<b>U. S. Department of Energy REIMBURSEMENT AUTHORIZATION</b>		Page 1 of 1						
Project Operations and Research	Location Oak Ridge, Tennessee							
Contractor UT-Battelle, LLC								
Contract No. DE-AC05-00OR22725	Date of Contract April 1, 2000							
<p>The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: May 15, 2007.</p> <p>The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-04), Appendix A will be reissued and placed on the Web.</p> <p>Page 7-3 should be removed and replaced with the attached. The following highlights the changes incorporated by this RA:</p> <table border="1"> <thead> <tr> <th><u>Page</u></th> <th><u>Paragraph</u></th> <th><u>Description</u></th> </tr> </thead> <tbody> <tr> <td>7-3</td> <td>7.11</td> <td>Parties acknowledge that the human resource tools as described and outlined in the memorandum entitled the <i>Office of Science Human Resource Recruiting and Retention Tools</i>, as approved by the DOE Acting Chief Operating Officer George J. Malosh on May 3, 2006, will be recognized under the appropriate Appendix A sections.</td> </tr> </tbody> </table>			<u>Page</u>	<u>Paragraph</u>	<u>Description</u>	7-3	7.11	Parties acknowledge that the human resource tools as described and outlined in the memorandum entitled the <i>Office of Science Human Resource Recruiting and Retention Tools</i> , as approved by the DOE Acting Chief Operating Officer George J. Malosh on May 3, 2006, will be recognized under the appropriate Appendix A sections.
<u>Page</u>	<u>Paragraph</u>	<u>Description</u>						
7-3	7.11	Parties acknowledge that the human resource tools as described and outlined in the memorandum entitled the <i>Office of Science Human Resource Recruiting and Retention Tools</i> , as approved by the DOE Acting Chief Operating Officer George J. Malosh on May 3, 2006, will be recognized under the appropriate Appendix A sections.						
Approval for the U. S. Department of Energy by:		Date:						
Mr. Johnny O. Moore, Assistant Manager for Science 		7/15/07						



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 20, 2007

Mr. Greg Turner  
Chief Financial Officer  
UT-Battelle, LLC  
Post Office Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Turner:

### **REIMBURSEMENT AUTHORIZATION NUMBER M122-05 – DEFINITIONS AND OTHER PAY PROVISIONS**

This is in response to your June 28, 2007, letter requesting approval of Reimbursement Authorization Number M122-05. Enclosed is the signed DOE Form AD-36 approving your request. The new language under Section 2, Definitions, and Section 3.2.4, Other Pay Provisions will create new employee classifications, and it will also change eligibility requirements for certain benefit plans for the new employee classifications.

If you have any questions, please contact Reece Davis on 576-0664.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny O. Moore".

Johnny O. Moore  
Assistant Manager for Science

Enclosure

**U. S. Department of Energy  
REIMBURSEMENT AUTHORIZATION**

No.

RA No. M122-05

Page 1 of 1

Project	Location
Operations and Research	Oak Ridge, Tennessee

Contractor
UT-Battelle, LLC

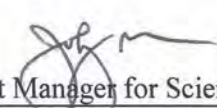
Contract No.	Date of Contract
DE-AC05-00OR22725	April 1, 2000

The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: June 28, 2007.

The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-05), Appendix A will be reissued and placed on the Web.

The following highlights the changes incorporated by this RA:

<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
2-1	2.	To establish a new employee classification called Casual.
2-1	2.	<u>Full-time Temporary Employees.</u> To remove reference to part-time and add language to clarify benefit eligibility.
2-2	2.	<u>Regular employee.</u> To modify the description of a Regular employee so that a Casual employee will not be included.
3-5	3.2.4.c	To remove reference that all Part-time employees are considered nonexempt
3-6	3.2.4.c	To revise benefit eligibility for Part-time employees and Casual employees.

Approval for the U. S. Department of Energy by:	Date:
 Mr. Johnny O. Moore, Assistant Manager for Science	8/17/07





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

September 5, 2008

Mr. Greg Turner  
Chief Financial Officer  
UT-Battelle, LLC  
Post Office Box 2008  
Oak Ridge, Tennessee 37831-6231

Dear Mr. Turner:

### **REIMBURSEMENT AUTHORIZATION NUMBER M122-06 – SEVERANCE PAY AND LONG-TERM DISABILITY**

This is in response to your July 24, 2008, letter requesting approval of the revised Reimbursement Authorization Number M122-06. As stated in our June 3, 2008, letter, the severance pay benefit changed to  $\frac{1}{4}$  month's pay for completed month's service for three months and under one year of service. For one year through 25 years completed service, one week of pay for every completed year with payment capped at 25 years of service. The long-term disability monthly cap will be increased from \$5,000 to \$15,000.

Enclosed is the signed DOE Form AD-36 that approves the revised request.

If you have any questions, please contact Reece Davis at 576-0664, or Martha Kass at 576-0717.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny O. Moore".

Johnny O. Moore, Manager  
ORNL Site Office

Enclosure



U. S. Department of Energy  
REIMBURSEMENT AUTHORIZATION

Project

Location

Operations and Research

Oak Ridge, Tennessee

Contractor

UT-Battelle, LLC

Contract No.

Date of Contract

DE-AC05-00OR22725

April 1, 2000

The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: June 28, 2007.

The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-06), Appendix A will be reissued and placed on the Web.

The following highlights the changes incorporated by this RA:

<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
3-8	3.3.1.b	<u>Severance Pay Benefits.</u> To provide a more simplified Severance plan calculation method and to limit the number of years by the placement of a service cap an employee receives

In addition, the requested change in the Long Term Disability (LTD) Book of Benefits monthly cap will be increased from \$5,000 to \$15,000.

Approval for the U. S. Department of Energy by:

Date:

Mr. Johnny O. Moore, Assistant Manager for Science

9/1/08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION A129		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756				7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231				(X)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
					10B. DATED (SEE ITEM 13) October 18, 1999	
CODE			FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION						
<p>_____ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers _____ is extended. _____ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$28,664,576.83						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) Clause I-106 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>Pursuant to the provisions of Clause I-106, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,705,802,043.74. This represents an increase of \$28,664,576.83, from \$4, 677,137,466.91 to \$4,705,802,043.74."</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)				BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)		08-30-2005

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGES OF PAGES 1   1
2. AMENDMENT/MODIFICATION A131	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756 CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231  CODE   FACILITY CODE		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION			
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$51,190,055.21			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91		
E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,756,992,098.95. This represents an increase of \$51,190,055.21, from \$4,705,802,043.74 to \$4,756,992,098.95."  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer	
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	16C. DATE SIGNED 09-30-2005

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION A131		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		X		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
CODE   FACILITY CODE		10B. DATED (SEE ITEM 13) October 18, 1999			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$51,190,055.21					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u> 2 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,756,992,098.95. This represents an increase of \$51,190,055.21, from \$4,705,802,043.74 to \$4,756,992,098.95."</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 09-30-2005	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION A132		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (if applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (if other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE   FACILITY CODE		X		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) Obligate \$74,411,034.12					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u> 2 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,831,403,133.07. This represents an increase of \$74,411,034.12, from \$4,756,992,098.95 to \$4,831,403,133.07."  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 10-26-2005	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGES OF PAGES 1 1 1	
2. AMENDMENT/MODIFICATION A134		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE   FACILITY CODE				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$66,696,460.53					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,898,099,593.60. This represents an increase of \$66,696,460.53, from \$4,831,403,133.07 to \$4,898,099,593.60."  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)		16C. DATE SIGNED 11-30-2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION A134		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE   U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE   FACILITY CODE		X		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$66,696,460.53					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,898,099,593.60. This represents an increase of \$66,696,460.53, from \$4,831,403,133.07 to \$4,898,099,593.60."  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 11-30-2005	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION A136	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		(X)	9A. AMENDMENT OF SOLICITATION NO.	
CODE   FACILITY CODE			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION				
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$57,072,854.88				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91				
E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$4,955,172,448.48. This represents an increase of \$57,072,854.88, from \$4,898,099,593.60 to \$4,955,172,448.48."  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	16C. DATE SIGNED 12/23/05	



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGES OF PAGES 1 1 1	
2. AMENDMENT/MODIFICATION A137		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		(X)		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$439,565,240.64					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,394,737,689.12. This represents an increase of \$439,565,240.64, from \$4,955,172,448.48 to \$5,394,737,689.12."					
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 01/31/06	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION A138		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE   FACILITY CODE		X		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended, ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$439,565,240.64					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the Issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,437,744,888.68. This represents an increase of \$43,007,199.56, from \$5,394,737,689.12 to \$5,437,744,888.68." Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 02/28/2006	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGES OF PAGES 1   1
2. AMENDMENT/MODIFICATION A138	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fritze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
CODE   FACILITY CODE			10B. DATED (SEE ITEM 13) October 18, 1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION</b>				
<p>_____ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers _____ is extended. _____ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$439,565,240.64				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91			
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,437,744,888.68. This represents an increase of \$43,007,199.56, from \$5,394,737,689.12 to \$5,437,744,888.68."  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)	16C. DATE SIGNED 02/28/2006	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGES OF PAGES 1 1 1	
2. AMENDMENT/MODIFICATION A141		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)		CODE I	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231				9B. DATED (SEE ITEM 11)	
CODE I FACILITY CODE			X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$44,950,905.80					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91					
E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,482,695,794.48. This represents an increase of \$44,950,905.80, from \$5,437,744,888.68 to \$5,482,695,794.48."					
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)		16C. DATE SIGNED 03/29/2006

2. AMENDMENT/MODIFICATION NO. <b>A142</b>	3. EFFECTIVE DATE See Block 16.c	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Beth L. Holt P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13)  October 18, 1999
CODE	FACILITY CODE	

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Amount Obligated: \$75,754,392.84

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,558,450,187.32 This represents an increase of \$75,754,392.84, from \$5,482,695,794.48 to \$5,558,450,187.32."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson, Contracting Officer
15B. CONTRACT/OFFEROR  BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  BY <u>Barbara J. Jackson</u> (Signature of Contracting Officer)	16C. DATE SIGNED  04/26/06

DUPLICATE ORIGINAL

2. AMENDMENT/MODIFICATION NO. <b>A142</b>	3. EFFECTIVE DATE See Block 16.c	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Beth L. Holt P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Amount Obligated: \$75,754,392.84

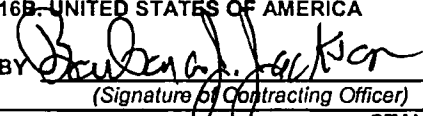
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,558,450,187.32 This represents an increase of \$75,754,392.84, from \$5,482,695,794.48 to \$5,558,450,187.32."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson, Contracting Officer
15B. CONTRACT/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 04/26/06

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A144		<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
<b>CODE</b>			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999		
<b>FACILITY CODE</b>					

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$44,160,105.44

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,602,610,292.76. This represents an increase of \$44,160,105.44, from \$5,558,450,187.32 to \$5,602,610,292.76."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	5/31/06



## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 28, 2006

Mr. Michael J. Frietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Frietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A146**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$41,559,900.13 to the contract.

Please provide me with e-mail notification reflecting your receipt of this modification. If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



2. AMENDMENT/MODIFICATION NO. A146	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	( )	9A. AMENDMENT OF SOLICITATION NO.
	( )	9B. DATED (SEE ITEM 11)
	(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
Amount Obligated: \$41,559,900.13

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,644,170,192.89. This represents an increase of \$41,559,900.13, from \$5,602,610,292.76 to \$5,644,170,192.89."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer
15B. CONTRACT/OFFEROR	16B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <u>Mark A. Million</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 6/28/06



## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 31, 2006

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A147**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$40,281,570.68 to the contract.

Please provide me with e-mail notification reflecting your receipt of this modification. If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



2. AMENDMENT/MODIFICATION NO. A147	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE	

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Amount Obligated: \$40,281,570.68

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,684,451,763.57. This represents an increase of \$40,281,570.68, from \$5,644,170,192.89 to \$5,684,451,763.57."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer		
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	7/31/06



## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 30, 2006

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A148**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$30,947,618.62 to the contract.

Please provide me with e-mail notification reflecting your receipt of this modification. If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A148	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>		
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$30,947,618.62

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,715,399,382.19. This represents an increase of \$30,947,618.62, from \$5,684,451,763.57 to \$5,715,399,382.19."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	8/30/06



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A150	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13)  October 18, 1999	
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$96,281,995.36

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,811,681,377.55. This represents an increase of \$96,281,995.36, from \$5,715,399,382.19 to \$5,811,681,377.55."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	9/29/06



## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

October 30, 2006

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A151**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$94,493,156.65 to the contract.

If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A151		<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> CODE		<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE			
U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758					
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>		<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$94,493,156.65

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91
<b>E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.</b>	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,906,174,534.20. This represents an increase of \$94,493,156.65, from \$5,811,681,377.55 to \$5,906,174,534.20."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	10/30/06





## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

November 30, 2006

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A152**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$54,046,835.43 to the contract.

If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A152	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE		FACILITY CODE			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$54,046,835.43

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,960,221,369.63. This represents an increase of \$54,046,835.43, from \$5,906,174,534.20 to \$5,960,221,369.63."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	11/30/06

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A154	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>		
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b>  October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$117,968,945.32

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,078,190,314.95. This represents an increase of \$117,968,945.32, from \$5,960,221,369.63 to \$6,078,190,314.95."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mary Lou Crow Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mary Lou Crow</u> (Signature of Contracting Officer)	12/22/06





## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

January 29, 2007

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A155**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$39,372,561.38 to the contract.

If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A155	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$39,372,561.38

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,117,562,876.33. This represents an increase of \$39,372,561.38, from \$6,078,190,314.95 to \$6,117,562,876.33."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	1/29/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A156	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$118,728,573.66

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change: in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,236,291,449.99. This represents an increase of \$118,728,573.66, from \$6,117,562,876.33 to \$6,236,291,449.99."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	2/27/07



## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

March 30, 2007

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. A159**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$386,558,862.45 to the contract.

If you have any questions, please contact me at 576-7814.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A159	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$386,558,862.45

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,622,850,312.44. This represents an increase of \$386,558,862.45, from \$6,236,291,449.99 to \$6,622,850,312.44."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	3/30/07



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE 0 OF PAGES</b> 1 1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A160	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT(ORDER NO.)</b>  DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$136,307,561.27

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91
<b>E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.</b>	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,759,157,873.71. This represents an increase of \$136,307,561.27, from \$6,622,850,312.44 to \$6,759,157,873.71."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	4/26/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A162	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> CODE		<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE			
U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756					
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$50,300,936.10

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,809,458,809.81. This represents an increase of \$50,300,936.10, from \$6,759,157,873.71 to \$6,809,458,809.81."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	5/29/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b>	
				1	1
<b>2. AMENDMENT/MODIFICATION NO.</b> A164	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b>  October 18, 1999	
<b>CODE</b>		<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$48,606,083.43

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as charges in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,858,064,893.24. This represents an increase of \$48,606,083.43, from \$6,809,458,809.81 to \$6,858,064,893.24."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	6/27/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A166	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> CODE		<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE			
U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756					
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	
<b>CODE</b>			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999		
<b>FACILITY CODE</b>					

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$43,205,022.34

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,901,269,915.58. This represents an increase of \$43,205,022.34, from \$6,858,064,893.24 to \$6,901,269,915.58."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	7/30/07



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A167	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
<b>CODE</b>		<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999		<b>FACILITY CODE</b>

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$77,003,571.71

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$6,978,273,487.29. This represents an increase of \$77,003,571.71, from \$6,901,269,915.58 to \$6,978,273,487.29."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	8/30/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. A171	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$50,488,629.31

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as charges in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,028,762,116.60. This represents an increase of \$50,488,629.31, from \$6,978,273,487.29 to \$7,028,762,116.60."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	9/28/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A173	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT ORDER NO.</b>  DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b>  October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$95,042,856.77

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as charges in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,123,804,973.37. This represents an increase of \$95,042,856.77, from \$7,028,762,116.60 to \$7,123,804,973.37."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	10/31/07

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO.</b> A174	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
<b>CODE</b>			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999
<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$63,554,138.46

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,187,359,111.83. This represents an increase of \$63,554,138.46, from \$7,123,804,973.37 to \$7,187,359,111.83."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	11/29/07

DUPLICATE ORIGINAL



Continuation of Distribution Record:

Contract No. DE-AC05-00OR22725

Modification No. A174

Other (one copy each):

Michele Branton, SC-10

Martha Kass, SC-10

Carolyn Davis, SC-11

Mary Lowery, M-5

Frietze, Michael J. [friezemj@ornl.gov]

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A176	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.		
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725		
			10B. DATED (SEE ITEM 13) October 18, 1999		
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$63,554,138.46

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,219,211,167.38. This represents an increase of \$31,852,055.55, from \$7,187,359,111.83 to \$7,219,211,167.38."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Lou Crow Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mary Lou Crow</u> (Signature of Contracting Officer)	<u>12/27/2007</u>

Continuation of Distribution Record:

Contract No. DE-AC05-00OR22725

Modification No. A176

Other (one copy each):

Michele Branton, SC-10

Martha Kass, SC-10

Carolyn Davis, SC-11

Mary Lowery, M-5

Frietze, Michael J. [friezemj@ornl.gov]

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A179	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.		
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725		
			10B. DATED (SEE ITEM 13) October 18, 1999		
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$136,706,864.40

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,355,918,031.78. This represents an increase of \$136,706,864.40, from \$7,219,211,167.38 to \$7,355,918,031.78."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	11/31/08

**Duplicate Original**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A181	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> CODE		<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE		
U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756				
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$328,273,274.40

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,684,191,306.18. This represents an increase of \$328,273,274.40, from \$7,355,918,031.78 to \$7,684,191,306.18."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	2/27/08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A182	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE		FACILITY CODE			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$210,160,757.82

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,894,352,064.00. This represents an increase of \$210,160,757.82, from \$7,684,191,306.18 to \$7,894,352,064.00."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	3/31/08

2. AMENDMENT/MODIFICATION NO. A186	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division Attn: Barbara J. Jackson P.O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13)  October 18, 1999
CODE	FACILITY CODE	

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$104,960,498.81

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

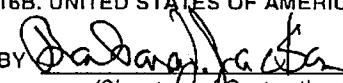
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$7,999,312,562.81. This represents an increase of \$104,960,498.81 from \$7,894,352,064.00 to \$7,999,312,562.81."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson Contracting Officer		
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	4/30/08

2. AMENDMENT/MODIFICATION NO. A187	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

CODE	FACILITY CODE	<b>11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.		

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Amount Obligated: \$67,247,288.12

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,066,559,850.93. This represents an increase of \$67,247,288.12, from \$7,999,312,562.81 to \$8,066,559,850.93."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer		
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	5/29/08

DUPLICATE ORIGINAL



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. A188	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE				

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Amount Obligated: \$48,049,486.84

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,114,609,337.77. This represents an increase of \$48,049,486.84, from \$8,066,559,850.93 to \$8,114,609,337.77."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	6/27/08

DUPLICATE ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> A190	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
Amount Obligated: \$57,948,084.28

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,172,557,422.05. This represents an increase of \$57,948,084.28, from \$8,114,609,337.77 to \$8,172,557,422.05."

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer
<b>15B. CONTRACT/OFFEROR</b>	<b>16B. UNITED STATES OF AMERICA</b>
BY _____ (Signature of person authorized to sign)	BY <u>Mark A. Million</u> (Signature of Contracting Officer)
<b>15C. DATE SIGNED</b>	<b>16C. DATE SIGNED</b> 7/29/08

2. AMENDMENT/MODIFICATION NO. A191	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Amount Obligated: \$23,628,370.57

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,196,185,792.62. This represents an increase of \$23,628,370.57, from \$8,172,557,422.05 to \$8,196,185,792.62."

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer		
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	8/28/08

**DUPLICATE ORIGINAL**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. A193	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13)  October 18, 1999
CODE	FACILITY CODE		

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Amount Obligated: \$30,283,451.12

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,226,469,243.74. This represents an increase of \$30,283,451.12, from \$8,196,185,792.62 to \$8,226,469,243.74."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	9/30/08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. A194	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE			

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Amount Obligated: \$4,473,739.90

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

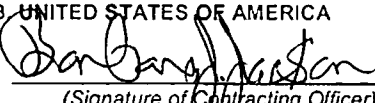
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,230,942,983.64. This represents an increase of \$4,473,739.90, from \$8,226,469,243.74 to \$8,230,942,983.64."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/30/08
BY _____ (Signature of person authorized to sign)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. A195	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE			

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Amount Obligated: \$309,663,480.93

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,540,606,464.57. This represents an increase of \$309,663,480.93, from \$8,230,942,983.64 to \$8,540,606,464.57."

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

15A. NAME AND TITLE OF SIGNER (Type or print)  BY _____ (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 10/30/08

DUPLICATE ORIGINAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. A197	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE		

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Amount Obligated: \$20,021,857.11

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,560,628,321.68. This represents an increase of \$20,021,857.11, from \$8,540,606,464.57 to \$8,560,628,321.68."

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	11/24/08



77-76  
21 MAM 11/3/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 198		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC000117
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	5. PROJECT NO. (If applicable) 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$66,470,741.07

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91


E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated to the contract by the Government with respect to this contract is \$8,627,099,062.75. This represents an increase of \$66,470,741.07, from \$8,560,628,321.68 to \$8,627,099,062.75."

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 12/29/2008



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 204	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC000868	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$15,964,010.88

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,694,213,858.01. This represents an increase of \$15,964,010.88, from \$8,678,249,847.13 to \$8,694,213,858.01."  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

~~Continued~~ MAM

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 3/16/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 205	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC000946, 09SC001001	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$55,287,402.52

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91


E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,749,501,260.53. This represents an increase of \$55,287,402.52, from \$8,694,213,858.01 to \$8,749,501,260.53."  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/26/2009

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/205

PAGE	OF
2	2

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$8,749,501,260.53				

2. AMENDMENT/MODIFICATION M122	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers \_\_\_ is extended. \_\_\_ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

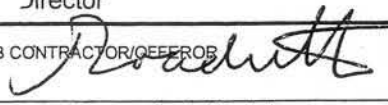
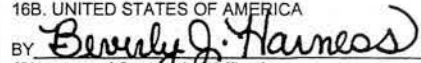
A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-136, DEAR 970.5207-74 (Option to Extend the Term of the Contract) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to exercise the 5-year option of the contract. This modification deletes all Part I, Sections B through I and the attached Sections B through I are inserted in lieu thereof. In addition, Section J, Appendix A, Appendix B, and Appendix E are deleted and the attached Appendix A, Appendix B, and Appendix E are inserted in lieu thereof. Appendix G, List of Sensitive Countries is "Official Use Only" and has been hand-delivered. All of the terms and conditions of this modification are retroactively effective to March 31, 2005.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Jeffrey Wadsworth Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 09/12/2005
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 09/12/2005



02-24-06 P01:48 IN

## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—  
February 22, 2006

M. Fietze  
2-24-06

Mr. Greg L. Turner  
UT-Battelle, LLC  
Oak Ridge National Laboratory  
Post Office Box 2008  
Oak Ridge, Tennessee 37831-6255

Dear Mr. Turner:

### **REIMBURSEMENT AUTHORIZATION NUMBER M122-02 – GROUP INSURANCE PLANS**

This is in response to your letter dated February 1, 2006, requesting approval for the addition of a combined dental and vision care benefit plan for retirees age 65 and older. These plans would be paid for by participating retirees with no cost to UT-Battelle, LLC.

Enclosed is the approved Reimbursement Authorization M122-02.

If you have any questions, please contact Laura Easterling at 865-576-0662.

Sincerely,

A handwritten signature in black ink, appearing to read "George J. Malosh".

George J. Malosh  
Assistant Manager for Science

Enclosure

**U. S. Department of Energy  
REIMBURSEMENT AUTHORIZATION**

Project

Operations and Research

Location

Oak Ridge, Tennessee

Contractor

UT-Battelle, LLC

Contract No.

DE-AC05-00OR22725

Date of Contract

April 1, 2000

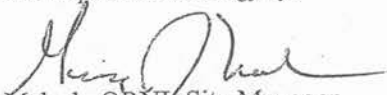
The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: April 1, 2006.

The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-02), Appendix A will be reissued and placed on the Web.

Page 4-8 should be removed and replaced with the attached. The following highlights the changes incorporated by this RA:

<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
4-8	4.10 Group Insurance Plans	Adds Dental/Vision plans for retirees age 65 and older

Approval for the U. S. Department of Energy by:

  
Mr. George J. Malosh, ORNL Site Manager

Date:

2/11/06

#### 4.10 Group Insurance Plans

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. Initial implementations or substantial changes to these plans require DOE approval. The features of these plans are set forth in policies and summary plan descriptions, a current copy of which will be provided to DOE. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation philosophy.

Plan	Current Contractor Cost
Group Life Insurance	Active salaried employees, retirees under 65—50% of full cost for basic life.
Medical Expense including Prescription Drug and Vision Plans	Active employees—as approved by DOE effective January 1, 2004 Retirees (with greater than 10 years full time service)—as approved by DOE effective January 1, 2004
Major Medical Medicare Supplement Plan	Retirees (with greater than 10 years full time service)—as approved by DOE effective January 1, 2004
Dental Expense Assistance Plan	Active employees— as approved by DOE effective January 1, 2004 Retirees under 65—as approved by DOE effective July 1, 1996
Dental Expense Assistance and Vision Plan	0—fully paid by retiree age 65 and older
Travel Insurance	100% of full cost
Special Accident Insurance Plan	0—fully paid by employee
Long Term Disability Plan	100% of full cost for replacement income—60% of salary
Medical and Dependent Care Flexible Spending Accounts	Administrative Cost only

\* This table will be revised to reflect approved benefit plan changes when determined.

##### 4.10.1 Benefits Programs for Displaced Workers

- a. The cost of medical plan coverage for contractor employees who have separated from employment, excluding those terminated “for cause,” will be reimbursable from the date of separation provided the employee was:
  - (1) On the employment rolls and voluntary or involuntary separation on or after September 27, 1991, as a result of the implementation of a work force restructuring plan requested by the Secretary of Energy; and,
  - (2) eligible for medical insurance coverage under the contractor’s plan at the time of separation; and,



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 12, 2006

Mr. Greg L. Turner  
UT-Battelle, LLC  
Oak Ridge National Laboratory  
Post Office Box 2008  
Oak Ridge, Tennessee 37831-6255

Dear Mr. Turner:

### **REIMBURSEMENT AUTHORIZATION NUMBER M122-03 – GROUP INSURANCE PLANS**

This is in response to your letter dated May 5, 2006, requesting approval for the addition of a voluntary benefit program for critical illness and cancer programs. These plans are to be paid for by participating employees with no cost to UT-Battelle, LLC.

Enclosed is the approved Reimbursement Authorization M122-03.

If you have any questions, please contact Laura Easterling at 865-576-0662.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny O. Moore".

Johnny O. Moore  
Acting Assistant Manager for Science

Enclosure



DOE Form AD-36 (4-91)	No. RA No. M122-03
<b>U. S. Department of Energy REIMBURSEMENT AUTHORIZATION</b>	
Page 1 of 1	

Project Operations and Research	Location Oak Ridge, Tennessee
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Contractor UT-Battelle, LLC
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Contract No. DE-AC05-00OR22725	Date of Contract April 1, 2000
-----------------------------------	-----------------------------------

The following modification to the Advance Understanding on Personnel Costs (Appendix A) is approved as an allowable cost, effective: June 1, 2006.

The attached page is a sample of the page to be replaced in Appendix A. Upon approval of this RA (No. M122-03), Appendix A will be reissued and placed on the Web.

Page 4-8 should be removed and replaced with the attached. The following highlights the changes incorporated by this RA:

<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
4-8	4.10 Group Insurance Plans	Adds Voluntary Benefit Plan

Approval for the U. S. Department of Energy by:  Mr. Johnny O. Moore, Acting Assistant Manager for Science	Date: 6/9/06
--	-----------------

#### 4.10 Group Insurance Plans

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. Initial implementations or substantial changes to these plans require DOE approval. The features of these plans are set forth in policies and summary plan descriptions, a current copy of which will be provided to DOE. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation philosophy.

Plan	Current Contractor Cost
Group Life Insurance	Active salaried employees, retirees under 65—50% of full cost for basic life.
Medical Expense including Prescription Drug and Vision Plans	Active employees—as approved by DOE effective January 1, 2004 Retirees (with greater than 10 years full time service)—as approved by DOE effective January 1, 2004
Major Medical Medicare Supplement Plan	Retirees (with greater than 10 years full time service)—as approved by DOE effective January 1, 2004
Dental Expense Assistance Plan	Active employees—as approved by DOE effective January 1, 2004 Retirees under 65—as approved by DOE effective July 1, 1996
Dental Assistance and Vision Plan	0—fully paid by retiree age 65 and older
Travel Insurance	100% of full cost
Voluntary Benefits	0 – fully paid by employee
Special Accident Insurance Plan	0—fully paid by employee
Long Term Disability Plan	100% of full cost for replacement income—60% of salary
Medical and Dependent Care Flexible Spending Accounts	Administrative Cost only

\* This table will be revised to reflect approved benefit plan changes when determined.

##### 4.10.1 Benefits Programs for Displaced Workers

- a. The cost of medical plan coverage for contractor employees who have separated from employment, excluding those terminated “for cause,” will be reimbursable from the date of separation provided the employee was:
  - (1) On the employment rolls and voluntary or involuntary separation on or after September 27, 1991, as a result of the implementation of a work force restructuring plan requested by the Secretary of Energy; and,
  - (2) eligible for medical insurance coverage under the contractor’s plan at the time of separation; and,

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGES OF PAGES 1   1   6	
2. AMENDMENT/MODIFICATION M133		3. EFFECTIVE DATE August 8, 2005		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756			
7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231				9B. DATED (SEE ITEM 11)	
CODE   FACILITY CODE		X		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) P.L. 109-58 and AL 2005-15					
E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate clause I-106(b) 970.25-70 <b>NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)</b> that makes the changes necessary to conform to recent statute, Price Anderson Amendments Act of 2005, Public Law 109-58. This clause is added in addition to the 952.250-70 (JUN 1996) in the contract with an effective date provision for all contracts that were in effect prior to August 8, 2005. The revised clause revises and limits the indemnity provided by the Price Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this attached OCT 2005 clause applies to any nuclear incident that occurred on or after August 8, 2005. The following clause is incorporated in the contract and is in full force and effect.  Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR <u>Greg L. Turner</u> (Signature of person authorized to sign)		15C. DATE SIGNED 12/19/05	16B. UNITED STATES OF AMERICA BY <u>Beverly J. Harness</u> (Signature of Contracting Officer)		16C. DATE SIGNED 12-20-05

**I.106 (b) 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT. (OCT. 2005)**

- (a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) *Definitions.* The definitions set out in the Act shall apply to this clause.
- (c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) *Indemnification.* To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
  - (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) *Waiver of Defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
  - (2) In the event of an extraordinary nuclear occurrence which:

- (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
- (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
- (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
- (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
  - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
    1. Negligence;
    2. Contributory negligence;
    3. Assumption of risk; or
    4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
  - (B) Any issue or defense as to charitable or governmental immunity; and
  - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

- (v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
- (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
- (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
- (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
- (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and



- (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees

paid within any 1-year period (as determined by the Secretary) under this contract.

- (j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.
- (l) *Effective Date.* This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.



## **Note II**

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply."

(End of Modification M133)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGES OF PAGES 1   1	
2. AMENDMENT/MODIFICATION M135		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725	
CODE   FACILITY CODE		<input type="checkbox"/>		10B. DATED (SEE ITEM 13) October 18, 1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended, ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91					
E. IMPORTANT: Contractor [ ] is not, [ x ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-23 attached hereto.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) James B. Roberto Deputy for Science and Technology			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 12/29/05		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 11/3/06	

DOE Form  
(04/1991)

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

RCN No. OR-23

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws,  
Regulations, and DOE Directives (Dec.  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-23 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE M 470.4-1; DOE M 470.4-2; DOE M 470.4-3; DOE M 470.4-4; DOE M 470.4-5; DOE M 470.4-6  
ORO O 220, Chapter II, Change 4  
ORO O 530, Chapter III, Change 5

**DELETIONS:**

DOE O 470.1, Change 1; DOE O 471.2A; DOE O 471.4; DOE O 472.1C; DOE O 473.1; DOE O 474.1A;  
DOE N 473.9; DOE M 470.1-1; DOE M 471.2-1B; DOE M 471.2-1C, Change 1; DOE M 471.2-4; DOE M 472.1-1B; DOE M  
473.1-1; DOE M 474.1-1B; and DOE M 474.1-2A  
DOE O 481.1B  
ORO O 220, Chapter II, Change 3  
ORO O 530, Chapter III, Change 4

**EXTENSIONS:**

DOE M 471.1-1, Change 1; DOE M 472.1-1B; DOE N 473.9; and DOE O 471.1A (Extended by DOE N 251.64)

**UPDATES:**

WSS Set for *Other Industrial, Radiological, and Non-Radiological Hazard Facilities*, Change 47 and Change 48  
WSS Set for *Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator  
Facilities*, Change 7  
WSS Set for Spallation Neutron Source, Change 2  
S/RID Emergency Management, Change 7

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 130.1 and ORO O 150, Chapter I, Change 6, Compliance Line deleted  
DOE M 205.1-2, Implementation Plan due  
DOE M 470.4-1; DOE M 470.4-2; DOE M 470.4-3; and DOE M 470.4-4, Implementation Plan due  
DOE-STD-1090-2004, Implementation Plan (Revision 1) submitted

**ADMINISTRATIVE CORRECTION: None**

DOE AUTHORIZING SIGNATURE:

DATE:

  
George J. Malosh, Contracting Officer's Representative

12/7/01

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3	11/03/1999	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2	01/07/2004	Safeguards Agreement and Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
Compliance Line: Implementation Plan approved by DOE on 12/17/2004.				
DOE O 151.1B, Attachment 2	11/01/2000	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Except Chapter 7	03/01/1997	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
Compliance Line: Implementation Plan (Revision 1) approved 09/24/2001. Implementation Plan (Revision 2) approved 01/23/2004.				
DOE M 205.1-1	09/30/2004	Incident Prevention, Warning, and Response (IPWAR) Manual		
DOE M 205.1-2	06/26/2005	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual		
<b>Compliance Line: Implementation Plan due to DOE by January 10, 2006.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1	03/21/2003	Department of Energy Cyber Security Management Program		

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan approved by DOE on 08/26/2005.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 08/12/2005 by DOE N 205.14
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 08/12/2005 by DOE N 205.14.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE M 231.1-1A	03/19/2004	Environment, Safety, and Health Reporting Manual	1 09/09/2004	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 2/18/2005.				
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE M 251.1-1A	01/30/1998	Directives System Manual		
DOE O 251.1A	01/30/1998	Directives System		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2A	01/08/2001	Laboratory Directed Research and Development		
DOE M 413.3-1	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3	10/13/2000	Program and Project Management for the Acquisition of Capital Assets	1 01/03/2005	
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan due to DOE by 12/23/2005.				
DOE O 420.1A	05/20/2002	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan approved by DOE on 10/08/1999 for DOE O 420.1, Section 4.3.				
Compliance Line 2: Implementation Plan approved by DOE on 06/19/2003 for DOE O 420.1, Change 3, Section 4.2 and Section 4.4.				
Compliance Line 3: Implementation Plan approved by DOE on 01/07/2005 for DOE O 420.1A, Section 4.5.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Revised Implementation Plan for the WSS Set for "Accelerator Facilities" approved by DOE on 03/11/2005.				
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
Compliance Line: Implementation plan approved by DOE on 10/18/2004.				
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1	06/01/2001	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 07/21/2003.				
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 440.1-1	09/30/1995	DOE Explosives Safety Manual		ES&H-related Directive included in WSS. See Footnote (2).

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 440.1A	03/27/1998	Worker Protection Management for DOE Federal and Contractor Employees		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	1 01/24/2005	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE N 450.7	10/17/2001	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities		ES&H-related Directive included in WSS. See Footnote (2). Expiration date extended to 6/30/2006 by DOE N 450.14.
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3	10/18/2004	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved by DOE on 07/08/2005.				
<b>DOE M 470.4-1</b>	<b>08/26/2005</b>	<b>Safeguards and Security Program Planning and Management</b>		
<b>Compliance Line: Implementation Plan due to DOE by 04/09/2006.</b>				
<b>DOE M 470.4-2</b>	<b>08/26/2005</b>	<b>Physical Protection</b>		
<b>Compliance Line: Implementation Plan due to DOE by 04/09/2006.</b>				
<b>DOE M 470.4-3</b>	<b>08/26/2005</b>	<b>Protective Force</b>		
<b>Compliance Line: Implementation Plan due to DOE by 04/09/2006.</b>				
<b>DOE M 470.4-4</b>	<b>08/26/2005</b>	<b>Information Security</b>		
<b>Compliance Line: Implementation Plan due to DOE by 04/09/2006.</b>				
<b>DOE M 470.4-5</b>	<b>08/26/2005</b>	<b>Personnel Security</b>		
<b>DOE M 470.4-6</b>	<b>08/26/2005</b>	<b>Nuclear Material Control and Accountability</b>		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to <b>07/07/2006</b> by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to <b>07/07/2006</b> by DOE N 251.64.
DOE M 471.2-2	08/03/1999	Classified Information Systems Security Manual		DOE N 205.3 cancels paragraphs 4j(2) and 4(j)6 of Chapter VI; and paragraph 12a(2)(a) of Chapter VII. DOE N 205.4 cancels Chapter III, Section 8.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE N 481.1A	04/21/2003	Reimbursable Work for Department of Homeland Security		Expiration date extended to 04/21/2006 by DOE N 251.62.
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).

**Compliance Line: Implementation Plan (Revision 1) submitted to DOE on 10/04/2005.**

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 08/05/2005 for NNFD Hazard Category 2 and 3 facilities; HFIR implementation plan to be submitted.				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.4	05/15/1984	Environmental Protection, Safety and Health Protection Standards		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		



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<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	<b>ES&amp;H-related Directive included in S/RID. See Footnote (2).</b>
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
<b>ORO O 220, Chapter II</b>	<b>09/30/1996</b>	<b>Cooperation with the Office of Inspector General</b>	<b>4 09/06/2005</b>	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	4 04/07/2004	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	4 03/10/2004	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	5 12/03/2003	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	3 10/31/2003	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards	5 12/03/2003	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	4 12/03/2003	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	3 10/31/2003	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	1 10/31/2003	
ORO O 250, Chapter X	10/31/2003	DOE Directives System		
ORO O 350, Chapter III	05/31/1996	Federal Labor Standards	3 01/26/2004	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	3 02/23/2004	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	3 02/19/2004	

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<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	4 04/29/2005	
ORO O 450 Chapter IV	12/29/1999	Environment, Safety, and Health (ES&H) Self-Assessment and Contractor Assessment Program	1 01/02/2002	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	3 12/29/2005	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	3 11/13/2002	
ORO O 470, Chapter XIII	01/30/2004	Technical Surveillance Countermeasures Program – Use Of Telephone Lineman-Type Handsets Or Items Similar In Purpose, Use, Or Effect On DOE-Owned Or DOE-Leased Property		
<b>ORO O 530, Chapter III</b>	<b>06/18/1996</b>	<b>Accounting</b>	<b>5</b> <b>02/02/2005</b>	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization	1 12/16/2004	

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**Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)**


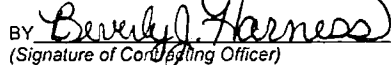
WSS Sets and S/RIDs can be found at the following address:

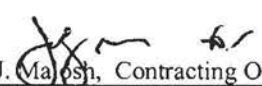
<http://sbms.ornl.gov/sbms/wsshome/wss.html>

Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>47</b> <b>10/07/2005</b> <b>48</b> <b>11/04/2005</b>	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	16 04/01/2005	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	16 04/01/2005	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	15 04/01/2005	
WSS Set 6	05/07/1997	Radiochemical Development Facility (Building 3019 and its ancillary buildings)	16 04/01/2005	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	15 04/01/2005	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	5 11/01/2004	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	<b>7</b> <b>10/07/2005</b>	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	18 04/01/2005	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	<b>2</b> <b>11/04/2005</b>	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	<b>7</b> <b>11/28/2005</b>	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGES OF PAGES 1   1   1	
2. AMENDMENT/MODIFICATION M139		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		(X)		9A.	
				9B.	
10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725		10B. DATED (SEE ITEM 13) October 18, 1999		CODE   FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91					
E. IMPORTANT: Contractor [ ] is not, [ x ] is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-24 attached hereto.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 3/21/06		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 3/23/06	

DOE Form (04/1991)		RCN No. OR-24
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 10
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee
CONTRACTOR: UT-Battelle, LLC		
CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws, Regulations, and DOE Directives (Dec. 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2005
<p>This Requirements Change Notice (RCN) No. OR-24 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b></p> <p><b><u>ADDITIONS:</u></b> DOE N 206.3 DOE O 226.1 DOE O 470.3A</p> <p><b><u>DELETIONS:</u></b> DOE O 470.3</p> <p><b><u>EXTENSIONS:</u></b> DOE N 205.2 and DOE N 205.3 (Extended by DOE N 205.16)</p> <p><b><u>UPDATES:</u></b> S/RID Emergency Management, Change 8</p> <p><b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b> DOE M 205.1-2, Implementation Plan submitted DOE O 226.1, Implementation Plan due DOE O 414.1C, Implementation Plan submitted and approved DOE O 433.1, Implementation Plan closed DOE O 470.3A, Implementation Plan due</p> <p><b><u>ADMINISTRATIVE CORRECTION:</u></b> None</p>		
DOE AUTHORIZING SIGNATURE:		DATE:
 George J. Malosh, Contracting Officer's Representative		3/8/06

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3	11/03/1999	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2	01/07/2004	Safeguards Agreement and Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
Compliance Line: Implementation Plan approved by DOE on 12/17/2004.				
DOE O 151.1B, Attachment 2	11/01/2000	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Except Chapter 7	03/01/1997	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
Compliance Line: Implementation Plan (Revision 1) approved 09/24/2001. Implementation Plan (Revision 2) approved 01/23/2004.				
DOE M 205.1-1	09/30/2004	Incident Prevention, Warning, and Response (IPWAR) Manual		
DOE M 205.1-2	06/26/2005	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual		
<b>Compliance Line: Implementation Plan submitted to DOE on 02/08/2006.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1	03/21/2003	Department of Energy Cyber Security Management Program		

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan approved by DOE on 08/26/2005.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		<b>Expiration date extended to 09/30/2006 by DOE N 205.16.</b>
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		<b>Expiration date extended to 09/30/2006 by DOE N 205.16.</b>
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>DOE N 206.3</b>	<b>11/22/2005</b>	<b>Personal Identity Verification</b>		
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
<b>DOE O 226.1</b>	<b>09/15/2005</b>	<b>Implementation of Department of Energy Oversight Policy</b>		
Compliance Line: Implementation Plan due to DOE by 04/11/2006.				
DOE M 231.1-1A	03/19/2004	Environment, Safety, and Health Reporting Manual	1 09/09/2004	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 2/18/2005.				
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE M 251.1-1A	01/30/1998	Directives System Manual		
DOE O 251.1A	01/30/1998	Directives System		
DOE O 252.1	11/19/1999	Technical Standards Program		

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2A	01/08/2001	Laboratory Directed Research and Development		
DOE M 413.3-1	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3	10/13/2000	Program and Project Management for the Acquisition of Capital Assets	1 01/03/2005	
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan approved by DOE on 1/25/2006.</b>				
DOE O 420.1A	05/20/2002	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan approved by DOE on 10/08/1999 for DOE O 420.1, Section 4.3.				
Compliance Line 2: Implementation Plan approved by DOE on 06/19/2003 for DOE O 420.1, Change 3, Section 4.2 and Section 4.4.				
Compliance Line 3: Implementation Plan approved by DOE on 01/07/2005 for DOE O 420.1A, Section 4.5.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Revised Implementation Plan for the WSS Set for "Accelerator Facilities" approved by DOE on 03/11/2005.				
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
Compliance Line: Implementation plan approved by DOE on 10/18/2004.				
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1	06/01/2001	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).



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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 440.1-1	09/30/1995	DOE Explosives Safety Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.1A	03/27/1998	Worker Protection Management for DOE Federal and Contractor Employees		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	1 01/24/2005	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE N 450.7	10/17/2001	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities		ES&H-related Directive included in WSS. See Footnote (2). Expiration date extended to 6/30/2006 by DOE N 450.14.
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
<b>DOE O 470.3A</b>	<b>11/29/2005</b>	<b>Design Basis Threat Policy</b>		
<b>Compliance Line: Implementation Plan due to DOE in 04/2006.</b>				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management		
Compliance Line: Implementation Plan due to DOE by 04/09/2006.				
DOE M 470.4-2	08/26/2005	Physical Protection		
Compliance Line: Implementation Plan due to DOE by 04/09/2006.				
DOE M 470.4-3	08/26/2005	Protective Force		
Compliance Line: Implementation Plan due to DOE by 04/09/2006.				
DOE M 470.4-4	08/26/2005	Information Security		
Compliance Line: Implementation Plan due to DOE by 04/09/2006.				
DOE M 470.4-5	08/26/2005	Personnel Security		

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**Required Compliance Documents**  
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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability		
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.2-2	08/03/1999	Classified Information Systems Security Manual		DOE N 205.3 cancels paragraphs 4j(2) and 4(j)6 of Chapter VI; and paragraph 12a(2)(a) of Chapter VII.  DOE N 205.4 cancels Chapter III, Section 8.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE N 481.1A	04/21/2003	Reimbursable Work for Department of Homeland Security		Expiration date extended to 04/21/2006 by DOE N 251.62.
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		

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<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan (Revision 1) submitted to DOE on 10/04/2005.				
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 08/05/2005 for NNFD Hazard Category 2 and 3 facilities; HFIR implementation plan to be submitted.				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	<sup>1</sup> 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	<sup>2</sup> 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	<sup>1</sup> 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.4	05/15/1984	Environmental Protection, Safety and Health Protection Standards		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

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**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklist.htm">http://www.ornl.gov/doe_oro_dmg/orchklist.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	4 04/07/2004	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	4 03/10/2004	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	5 12/03/2003	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	3 10/31/2003	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards	5 12/03/2003	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	4 12/03/2003	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	3 10/31/2003	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	1 10/31/2003	
ORO O 250, Chapter X	10/31/2003	DOE Directives System		
ORO O 350, Chapter III	05/31/1996	Federal Labor Standards	3 01/26/2004	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	3 02/23/2004	

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**Required Compliance Documents**  
**List B - List of Applicable Directives**

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<a href="http://www.ornl.gov/doe_oro_dmg/orchklist.htm">http://www.ornl.gov/doe_oro_dmg/orchklist.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	3 02/19/2004	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	4 04/29/2005	
ORO O 450 Chapter IV	12/29/1999	Environment, Safety, and Health (ES&H) Self-Assessment and Contractor Assessment Program	1 01/02/2002	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	3 12/29/2005	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	3 11/13/2002	
ORO O 470, Chapter XIII	01/30/2004	Technical Surveillance Countermeasures Program – Use Of Telephone Lineman-Type Handsets Or Items Similar In Purpose, Use, Or Effect On DOE-Owned Or DOE-Leased Property		
ORO O 530, Chapter III	06/18/1996	Accounting	5 02/02/2005	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization	1 12/16/2004	

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**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	48 11/04/2005	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	16 04/01/2005	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	16 04/01/2005	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	15 04/01/2005	
WSS Set 6	05/07/1997	Radiochemical Development Facility (Building 3019 and its ancillary buildings)	16 04/01/2005	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	15 04/01/2005	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	5 11/01/2004	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	7 10/07/2005	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	18 04/01/2005	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	2 11/04/2005	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	<b>8</b> <b>02/24/2006</b>	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGES OF PAGES 1   1
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2. AMENDMENT/MODIFICATION M140	3. EFFECTIVE DATE February 3, 2006	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756 CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231  CODE   FACILITY CODE	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers \_\_\_ is extended. \_\_\_ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

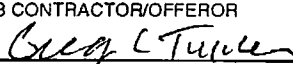
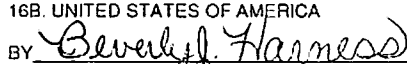
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-97, Mutual Agreement, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Appendix B by attaching the revised list of key personnel. The revised list reflects the change of Nicole Porter as General Counsel.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/24/06
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 03/27/06

APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, "Key Personnel."

1. Laboratory Director, ORNL	Jeffrey Wadsworth
2. Deputy Director, Science and Technology	James Roberto
3. Deputy Director, Operations	Jeff Smith
4. Associate Lab Director, Spallation Neutron Source	Thomas Mason
5. Associate Lab Director, Physical and Computational Sciences	Michelle Buchanan
6. Associate Lab Director, Biological and Environmental Sciences	Reinhold C. Mann
7. Associate Lab Director, Energy and Engineering Technology	David J. Hill
8. Associate Lab Director, National Security	Frank Akers
9. Associate Lab Director, Computing and Computational Sciences	Thomas Zacharia
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health, and Quality	Karen Downer
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. M143	3. EFFECTIVE DATE May 7, 2006	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-97, Mutual Agreement and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the replacement of David J. Hill with Dana Christensen as Associate Lab Director, Energy and Engineering Technology.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	<u>6/5/06</u>	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	<u>6/6/06</u>

APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, “Key Personnel.”

1. Laboratory Director, ORNL	Jeffrey Wadsworth
2. Deputy Director, Science and Technology	James Roberto
3. Deputy Director, Operations	Jeff Smith
4. Associate Lab Director, Spallation Neutron Source	Thomas Mason
5. Associate Lab Director, Physical and Computational Sciences	Michelle Buchanan
6. Associate Lab Director, Biological and Environmental Sciences	Reinhold C. Mann
7. Associate Lab Director, Energy and Engineering Technology	Dana Christensen
8. Associate Lab Director, National Security	Frank Akers
9. Associate Lab Director, Computing and Computational Sciences	Thomas Zacharia
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health, and Quality	Karen Downer
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO.</b> M145	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
			<b>10B. DATED (SEE ITEM 13)</b>  October 18, 1999
<b>CODE</b>	<b>FACILITY CODE</b>		

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-112 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-25 attached hereto.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b> <u>6/21/06</u>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b> <u>6/22/06</u>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	



DOE Form  
(04/1991)

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

RCN No. OR-25

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws,  
Regulations, and DOE Directives (Dec.  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-25 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE O 151.1C, Att 2	DOE O 243.1	DOE O 243.2	DOE O 413.2B
DOE O 450.1, Chg 2	DOE M 470.4-1, Chg 1	DOE M 470.4-2, Chg 1	DOE M 470.4-3, Chg 1
DOE O 580.1	ORO O 250, Ch I, Chg 5	ORO O 250, Ch II, Chg 6	ORO O 250, Ch IV, Chg 4
ORO O 250, Ch V, Chg 6	ORO O 250, Ch VI, Chg 5	ORO O 250, Ch VII, Chg 4	ORO O 250, Ch VIII, Chg 2
ORO O 250, Ch X, Chg 1			

**DELETIONS:**

DOE O 151.1B, Att 2	DOE O 413.2A	DOE O 450.1, Chg 1	DOE M 470.4-1
DOE M 470.4-2	DOE M 470.4-3	ORO O 250, Ch I, Chg 4	ORO O 250, Ch II, Chg 5
ORO O 250, Ch IV, Chg 3	ORO O 250, Ch V, Chg 5	ORO O 250, Ch VI, Chg 4	ORO O 250, Ch VII, Chg 3
ORO O 250, Ch VIII, Chg 1	ORO O 250, Ch X	ORO O 450, Ch IV, Chg 1	

**EXTENSIONS:**

**UPDATES:**

S/RID Emergency Management, Change 9  
WSS Set for *Other Industrial, Radiological, and Non-Radiological Hazard Facilities*, Change 49, 50, and 51  
WSS Set for *Construction and Construction-like Activities*, Change 6

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 142.3; DOE N 203.1; DOE M 231.1-1A; DOE O 420.2B; and DOE O 430.1B, Implementation Plan closed  
DOE O 151.1C; DOE O 243.1; DOE O 243.2; and DOE O 580.1, Implementation Plan due  
DOE M 205.1-2; and DOE-STD-1090-2004, Implementation Plan approved  
DOE O 226.1, Implementation Plan submitted, approved  
DOE O 470.3A, Implementation Plan submitted  
DOE M 470.4-1, Chg 1; DOE M 470.4-2, Chg 1; DOE M 470.4-3, Chg 1; and DOE M 470.4-4, Implementation Plan submitted

**ADMINISTRATIVE CORRECTION: None**

DOE AUTHORIZING SIGNATURE:

DATE:

Johnny O. Moore, Contracting Officer's Representative

6/8/06

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3	11/03/1999	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2	01/07/2004	Safeguards Agreement and Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
<b>DOE O 151.1C, Attachment 2</b>	<b>11/02/2005</b>	<b>Comprehensive Emergency Management System</b>		<b>ES&amp;H-related Directive included in S/RID. See Footnote (2).</b>
<b>Compliance Line: Implementation Plan due to DOE by 09/15/2006.</b>				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Except Chapter 7	03/01/1997	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-1	09/30/2004	Incident Prevention, Warning, and Response (IPWAR) Manual		
DOE M 205.1-2	06/26/2005	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual		
<b>Compliance Line: Implementation Plan approved by DOE on 03/08/2006.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1	03/21/2003	Department of Energy Cyber Security Management Program		
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan approved by DOE on 08/26/2005.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	Personal Identity Verification		
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1	09/15/2005	Implementation of Department of Energy Oversight Policy		
<b>Compliance Line: Implementation Plan approved by DOE on 05/02/2006.</b>				
DOE M 231.1-1A	03/19/2004	Environment, Safety, and Health Reporting Manual	1 09/09/2004	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
<b>DOE O 243.1</b>	<b>02/03/2006</b>	<b>Records Management Program</b>		
<b>Compliance Line: Implementation Plan due to DOE by 07/19/2006.</b>				
<b>DOE O 243.2</b>	<b>02/02/2006</b>	<b>Vital Records</b>		
<b>Compliance Line: Implementation Plan due to DOE by 07/19/2006.</b>				
DOE M 251.1-1A	01/30/1998	Directives System Manual		
DOE O 251.1A	01/30/1998	Directives System		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 413.1A	04/18/2002	Management Control Program		
<b>DOE O 413.2B</b>	<b>04/19/2006</b>	<b>Laboratory Directed Research and Development</b>		
DOE M 413.3-1	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3	10/13/2000	Program and Project Management for the Acquisition of Capital Assets	1 01/03/2005	
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 1/25/2006.				
DOE O 420.1A	05/20/2002	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan approved by DOE on 10/08/1999 for DOE O 420.1, Section 4.3.				
Compliance Line 2: Implementation Plan approved by DOE on 06/19/2003 for DOE O 420.1, Change 3, Section 4.2 and Section 4.4.				
Compliance Line 3: Implementation Plan approved by DOE on 01/07/2005 for DOE O 420.1A, Section 4.5.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1	06/01/2001	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 440.1-1	09/30/1995	DOE Explosives Safety Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.1A	03/27/1998	Worker Protection Management for DOE Federal and Contractor Employees		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (2).

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
<b>DOE O 450.1</b>	<b>01/15/2003</b>	<b>Environmental Protection Program</b>	<b>2</b> 12/07/2005	<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b>
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE N 450.7	10/17/2001	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities		ES&H-related Directive included in WSS. See Footnote (2). Expiration date extended to 6/30/2006 by DOE N 450.14.
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
<b>Compliance Line: Implementation Plan submitted to DOE on 04/05/2006.</b>				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	<b>1</b> 03/07/2006	
<b>Compliance Line: Implementation Plan submitted to DOE on 04/04/2006.</b>				
DOE M 470.4-2	08/26/2005	Physical Protection	<b>1</b> 03/07/2006	
<b>Compliance Line: Implementation Plan submitted to DOE on 04/04/2006.</b>				
DOE M 470.4-3	08/26/2005	Protective Force	<b>1</b> 03/07/2006	
<b>Compliance Line: Implementation Plan submitted to DOE on 04/04/2006.</b>				
DOE M 470.4-4	08/26/2005	Information Security		
<b>Compliance Line: Implementation Plan submitted to DOE on 04/04/2006.</b>				
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability		
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	<b>1</b> 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 471.2-2	08/03/1999	Classified Information Systems Security Manual		DOE N 205.3 cancels paragraphs 4j(2) and 4(j)6 of Chapter VI; and paragraph 12a(2)(a) of Chapter VII.  DOE N 205.4 cancels Chapter III, Section 8.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE N 481.1A	04/21/2003	Reimbursable Work for Department of Homeland Security		Expiration date extended to 04/21/2006 by DOE N 251.62.
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
<b>DOE O 580.1</b>	<b>12/07/2005</b>	<b>Department of Energy Personal Property Management Program</b>		
<b>Compliance Line: Implementation Plan due to DOE by 07/26/2006.</b>				
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan (Revision 1) approved by DOE on 03/10/2006.</b>				

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 08/05/2005 for NNFD Hazard Category 2 and 3 facilities; HFIR implementation plan to be submitted.				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.4	05/15/1984	Environmental Protection, Safety and Health Protection Standards		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

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<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	4 04/07/2004	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
<b>ORO O 250, Chapter I</b>	<b>08/13/1996</b>	<b>ORO Standards Management Program Overview</b>	<b>5</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter II</b>	<b>08/13/1996</b>	<b>ORO Directives System</b>	<b>6</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter IV</b>	<b>08/13/1996</b>	<b>Impact Assessments</b>	<b>4</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter V</b>	<b>08/13/1996</b>	<b>Development, Approval, and Maintenance of Work Smart Standards Sets</b>	<b>6</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter VI</b>	<b>09/30/1996</b>	<b>Implementation Plans and Exemption Requests</b>	<b>5</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter VII</b>	<b>08/13/1996</b>	<b>Maintenance of Standards/Requirements Identification Documents</b>	<b>4</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter VIII</b>	<b>04/27/2001</b>	<b>Requirements Change Notices</b>	<b>2</b> <b>04/18/2006</b>	
<b>ORO O 250, Chapter X</b>	<b>10/31/2003</b>	<b>DOE Directives System</b>	<b>1</b> <b>04/18/2006</b>	
ORO O 350, Chapter III	05/31/1996	Federal Labor Standards	3 01/26/2004	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	3 02/23/2004	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	3 02/19/2004	

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<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	4 04/29/2005	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	3 12/29/2005	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	3 11/13/2002	
ORO O 470, Chapter XIII	01/30/2004	Technical Surveillance Countermeasures Program – Use Of Telephone Lineman-Type Handsets Or Items Similar In Purpose, Use, Or Effect On DOE-Owned Or DOE-Leased Property		
ORO O 530, Chapter III	06/18/1996	Accounting	5 02/02/2005	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization	1 12/16/2004	

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<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>49</b> 03/13/2006 <b>50</b> 04/24/2006 <b>51</b> 04/27/2006	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	16 04/01/2005	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	16 04/01/2005	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	15 04/01/2005	
WSS Set 6	05/07/1997	Radiochemical Development Facility (Building 3019 and its ancillary buildings)	16 04/01/2005	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	15 04/01/2005	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	<b>6</b> 03/13/2006	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	7 10/07/2005	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	18 04/01/2005	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	2 11/04/2005	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	<b>9</b> 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. M149	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91

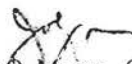
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-26 attached hereto.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED 9/15/06	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 9/18/06
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	

DOE Form (04/1991)		RCN No. OR-26	
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 10	
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee	
CONTRACTOR: UT-Battelle, LLC			
CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws, Regulations, and DOE Directives (Dec. 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2005	
<p>This Requirements Change Notice (RCN) No. OR-26 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p>			
<b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b>			
<b><u>ADDITIONS:</u></b>			
DOE O 210.2	DOE O 420.1B	DOE Technical Direction CIAC 628,632	
ORO O 220, Chapter III, Change 5	ORO O 350, Chapter III, Change 4		
<b><u>DELETIONS:</u></b>			
ORO O 220, Chapter III, Change 4	ORO O 350, Chapter III, Change 3		
<b><u>EXTENSIONS:</u></b>			
<b><u>UPDATES:</u></b>			
WSS Set for <i>Other Industrial, Radiological, and Non-Radiological Hazard Facilities</i> , Change 52			
WSS Set for <i>Radiochemical Research Facilities (Buildings 2026 and 5505)</i> , Change 17			
WSS Set for <i>Radioisotope Development Laboratory (Building 3047)</i> , Change 17			
WSS Set for <i>Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)</i> , Change 16			
WSS Set for <i>Radiochemical Development Facility (Building 3019 and its ancillary buildings)</i> , Change 17 and 18			
WSS Set for <i>Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)</i> , Change 16			
WSS Set for <i>Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities</i> , Change 8			
WSS Set for <i>High Flux Isotope Reactor and its associated facilities</i> , Change 19			
<b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b>			
DOE N 205.11, Implementation Plan (Revision 1) submitted, approved			
DOE O 210.2, Implementation Plan due			
DOE O 243.1 and DOE O 243.2, Implementation Plan submitted, approved			
DOE O 420.1B, Implementation Plan due for Chapter III; Chapter IV; and Chapter V			
DOE M 470.4-1, Change 1; DOE M 470.4-3, Change 1; and DOE M 470.4-4, Implementation Plan approved			
DOE O 580.1, Implementation Plan submitted, approved			
<b><u>ADMINISTRATIVE CORRECTION:</u> None</b>			
DOE AUTHORIZING SIGNATURE:		DATE:	
 Johnny O. Moore, Contracting Officer's Representative		7/7/06	

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3	11/03/1999	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2	01/07/2004	Safeguards Agreement and Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
Compliance Line: Implementation Plan due to DOE by 09/15/2006.				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Except Chapter 7	03/01/1997	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-1	09/30/2004	Incident Prevention, Warning, and Response (IPWAR) Manual		
DOE M 205.1-2	06/26/2005	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual		
Compliance Line: Implementation Plan approved by DOE on 03/08/2006.				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1	03/21/2003	Department of Energy Cyber Security Management Program		
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.</b>				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.



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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	Personal Identity Verification		
<b>DOE O 210.2</b>		<b>DOE Corporate Operating Experience Program</b>		
<b>Compliance Line: Implementation Plan due to DOE by 11/07/2006.</b>				
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1	09/15/2005	Implementation of Department of Energy Oversight Policy		
Compliance Line: Implementation Plan approved by DOE on 05/02/2006.				
DOE M 231.1-1A	03/19/2004	Environment, Safety, and Health Reporting Manual	1 09/09/2004	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan approved by DOE on 08/10/2006.</b>				
DOE O 243.2	02/02/2006	Vital Records		
<b>Compliance Line: Implementation Plan approved by DOE on 08/10/2006.</b>				
DOE M 251.1-1A	01/30/1998	Directives System Manual		
DOE O 251.1A	01/30/1998	Directives System		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3	10/13/2000	Program and Project Management for the Acquisition of Capital Assets	1 01/03/2005	
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 1/25/2006.				
DOE O 420.1A	05/20/2002	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan approved by DOE on 06/19/2003 for DOE O 420.1, Change 3, Section 4.2</b>				
<b>DOE O 420.1B</b>	<b>12/22/2005</b>	<b>Facility Safety</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b>
<b>Compliance Line 1: Implementation Plan due to DOE by 10/20/2006 for DOE O 420.1B, Attachment 2, Chapter III.</b>				
<b>Compliance Line 2: Implementation Plan due to DOE by 10/20/2006 for DOE O 420.1B, Attachment 2, Chapter IV.</b>				
<b>Compliance Line 3: Implementation Plan due to DOE by 10/20/2006 for DOE O 420.1B, Attachment 2, Chapter V.</b>				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1	06/01/2001	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 440.1-1	09/30/1995	DOE Explosives Safety Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.1A	03/27/1998	Worker Protection Management for DOE Federal and Contractor Employees		ES&H-related Directive included in WSS. See Footnote (2).

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 440.2B	11/27/2002	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	2 12/07/2005	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE N 450.7	10/17/2001	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities		ES&H-related Directive included in WSS. See Footnote (2). Expiration date extended to 6/30/2006 by DOE N 450.14.
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan submitted to DOE on 04/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 08/28/06.</b>				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan submitted to DOE on 04/04/2006.				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 08/28/06.</b>				
DOE M 470.4-4	08/26/2005	Information Security		
<b>Compliance Line: Implementation Plan approved by DOE on 08/31/06.</b>				
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability		
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 471.2-2	08/03/1999	Classified Information Systems Security Manual		DOE N 205.3 cancels paragraphs 4j(2) and 4(j)6 of Chapter VI; and paragraph 12a(2)(a) of Chapter VII.  DOE N 205.4 cancels Chapter III, Section 8.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE N 481.1A	04/21/2003	Reimbursable Work for Department of Homeland Security		Expiration date extended to 04/21/2006 by DOE N 251.62.
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
<b>Compliance Line: Implementation Plan approved by DOE on 08/10/2006.</b>				
<b>DOE Technical Direction CIAC 628, 632</b>	<b>07/27/2006</b>	<b>System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files</b>		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 03/10/2006.				

**Appendix E**  
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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 08/05/2005 for NNFD Hazard Category 2 and 3 facilities; HFIR implementation plan to be submitted.				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.4	05/15/1984	Environmental Protection, Safety and Health Protection Standards		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

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<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
<b>ORO O 220, Chapter III</b>	<b>05/02/2006</b>	<b>Establishment of Management Decisions on Office of Inspector General Reports</b>	<b>5</b> <b>05/02/2006</b>	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
<b>ORO O 350, Chapter III</b>	<b>05/09/2006</b>	<b>Federal Labor Standards</b>	<b>4</b> <b>05/09/2006</b>	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	3 02/23/2004	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	3 02/19/2004	

**Appendix E**  
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<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	4 04/29/2005	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	3 12/29/2005	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	3 11/13/2002	
ORO O 470, Chapter XIII	01/30/2004	Technical Surveillance Countermeasures Program – Use Of Telephone Lineman-Type Handsets Or Items Similar In Purpose, Use, Or Effect On DOE-Owned Or DOE-Leased Property		
ORO O 530, Chapter III	06/18/1996	Accounting	5 02/02/2005	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization	1 12/16/2004	

**Appendix E**  
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<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>52</b> <b>06/21/2006</b>	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	<b>17</b> <b>06/21/2006</b>	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	<b>17</b> <b>06/21/2006</b>	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	<b>16</b> <b>06/21/2006</b>	
WSS Set 6	05/07/1997	Radiochemical Development Facility (Building 3019 and its ancillary buildings)	<b>17</b> <b>06/21/2006</b> <b>18</b> <b>07/21/2006</b>	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	<b>16</b> <b>06/21/2006</b>	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	6 03/13/2006	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	<b>8</b> <b>06/21/2006</b>	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	<b>19</b> <b>06/21/2006</b>	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	2 11/04/2005	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	9 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO.</b> M153	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999
<b>CODE</b>	<b>FACILITY CODE</b>		

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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


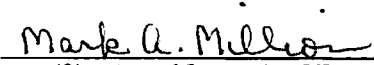
<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-112 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-27 attached hereto.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Jeff W. Smith Deputy for Operations		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b> 12/13/06	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b> 12/13/06
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

DOE Form  
(04/1991)

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

RCN No. OR-27

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws,  
Regulations, and DOE Directives (Dec.  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-27 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE M 200.1-1, Ch 9

DOE M 413.3-1, except Ch 1 through 3

DOE O 251.1B

ORO O 430, Ch II, Chg 4

DOE M 205.1-3

DOE M 470.4-6, Chg 1

DOE O 413.3A

DOE M 251.1-1B

DOE O 205.1A

DOE O 484.1

**DELETIONS:**

DOE M 200.1-1, except Ch 7

DOE M 470.4-6

DOE O 251.1A

ORO O 470, Ch XIII

DOE M 251.1-1A

DOE N 481.1A

DOE O 413.3

DOE M 413.3-1

DOE O 205.1

ORO O 430, Ch II, Chg 3

**EXTENSIONS:**

**UPDATES:**

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 151.1C, DOE O 210.2, and DOE O 420.1B, Attachment 2, Chapter V, Implementation Plan submitted, approved

DOE O 420.1B, Attachment 2, Chapter III and Chapter IV, Implementation Plan submitted

DOE O 420.1B, Attachment 2, Chapter IV, Replacement Implementation Plan due

DOE O 470.3A, Implementation Plan approved

DOE O 580.1, Implementation Plan closed

DOE-STD-1186-2004, Implementation Plan, Revision 1, submitted, approved

**ADMINISTRATIVE CORRECTION: None**

DOE AUTHORIZING SIGNATURE:



Johnny O. Moore, Contracting Officer's Representative

DATE:

12/13/06

**Appendix E**  
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<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 110.3	11/03/1999	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2	01/07/2004	Safeguards Agreement and Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
<b>Compliance Line: Implementation Plan approved by DOE on 10/14/2006.</b>				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
<b>DOE M 200.1-1, Chapter 9</b>	<b>02/15/2000</b>	<b>Telecommunications Security Manual</b>		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-1	09/30/2004	Incident Prevention, Warning, and Response (IPWAR) Manual		
DOE M 205.1-2	06/26/2005	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual		
Compliance Line: Implementation Plan approved by DOE on 03/08/2006.				
<b>DOE M 205.1-3</b>	<b>04/17/2006</b>	<b>Telecommunications Security Manual</b>		
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>DOE O 205.1A</b>	<b>12/04/2006</b>	<b>Department of Energy Cyber Security Management</b>		
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
<b>Compliance Line: Implementation Plan approved by DOE on 11/30/2006.</b>				
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1	09/15/2005	Implementation of Department of Energy Oversight Policy		
<b>Compliance Line: Implementation Plan approved by DOE on 05/02/2006.</b>				
DOE M 231.1-1A	03/19/2004	Environment, Safety, and Health Reporting Manual	1 09/09/2004	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan approved by DOE on 08/10/2006.</b>				
DOE O 243.2	02/02/2006	Vital Records		
<b>Compliance Line: Implementation Plan approved by DOE on 08/10/2006.</b>				
<b>DOE M 251.1-1B</b>	<b>08/16/2006</b>	<b>Departmental Directives Program Manual</b>		
<b>DOE O 251.1B</b>	<b>08/16/2006</b>	<b>Departmental Directives Program</b>		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
<b>DOE M 413.3-1, except Chapters 1 through 3</b>	<b>03/28/2003</b>	<b>Project Management for the Acquisition of Capital Assets</b>		
<b>DOE O 413.3A</b>	<b>07/28/2006</b>	<b>Program and Project Management for the Acquisition of Capital Assets</b>		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 1/25/2006.				
DOE O 420.1A	05/20/2002	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 06/19/2003 for DOE O 420.1, Change 3, Section 4.2				
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line 1: Implementation Plan submitted to DOE on 10/17/2006 for DOE O 420.1B, Attachment 2, Chapter III.</b>				
<b>Compliance Line 2: Replacement Implementation Plan due to DOE by 12/22/2006 for DOE O 420.1B, Attachment 2, Chapter IV.</b>				
<b>Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.</b>				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1	06/01/2001	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 440.1-1	09/30/1995	DOE Explosives Safety Manual		ES&H-related Directive included in WSS. See Footnote (2).

**Appendix E**  
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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 440.1A	03/27/1998	Worker Protection Management for DOE Federal and Contractor Employees		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	2 12/07/2005	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE N 450.7	10/17/2001	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities		ES&H-related Directive included in WSS. See Footnote (2). Expiration date extended to 6/30/2006 by DOE N 450.14.
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
<b>Compliance Line: Implementation Plan approved on 05/05/2006.</b>				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan submitted to DOE on 04/04/2006.				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-4	08/26/2005	Information Security		
Compliance Line: Implementation Plan approved by DOE on 08/31/06.				
DOE M 470.4-5	08/26/2005	Personnel Security		
<b>DOE M 470.4-6</b>	<b>08/26/2005</b>	<b>Nuclear Material Control and Accountability</b>	<b>1</b> <b>08/14/2006</b>	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.

**Appendix E**  
**Baseline List of**  
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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.2-2	08/03/1999	Classified Information Systems Security Manual		DOE N 205.3 cancels paragraphs 4j(2) and 4(j)6 of Chapter VI; and paragraph 12a(2)(a) of Chapter VII. DOE N 205.4 cancels Chapter III, Section 8.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
<b>DOE O 484.1</b>	<b>08/17/2006</b>	<b>Reimbursable Work for the Department of Homeland Security</b>		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 03/10/2006.				



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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.</b>				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.</b>				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.4	05/15/1984	Environmental Protection, Safety and Health Protection Standards		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
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**ORO Directives may be found at the following address:**

[http://www.ornl.gov/doe\\_oro\\_dmg/orchklst.htm](http://www.ornl.gov/doe_oro_dmg/orchklst.htm)

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/02/2006	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	3 02/23/2004	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	
<b>ORO O 430, Chapter II</b>	<b>06/14/1996</b>	<b>Energy and Utilities Management</b>	<b>4</b> <b>08/21/2006</b>	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

**ORO Directives may be found at the following address:**

[http://www.ornl.gov/doe\\_oro\\_dmg/orchklst.htm](http://www.ornl.gov/doe_oro_dmg/orchklst.htm)

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	4 04/29/2005	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	3 12/29/2005	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	3 11/13/2002	
ORO O 530, Chapter III	06/18/1996	Accounting	5 02/02/2005	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization	1 12/16/2004	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

**Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)**

WSS Sets and S/RIDs can be found at the following address:

<http://sbms.ornl.gov/sbms/wsshome/wss.html>

Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	52 06/21/2006	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	17 06/21/2006	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	17 06/21/2006	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	16 06/21/2006	
WSS Set 6	05/07/1997	Radiochemical Development Facility (Building 3019 and its ancillary buildings)	18 07/21/2006	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	16 06/21/2006	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	6 03/13/2006	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	19 06/21/2006	
WSS Set 11	07/01/1999	Building 4501 Nuclear Hot Cell Facility	15 04/19/2004	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	2 11/04/2005	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	9 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.

2. AMENDMENT/MODIFICATION NO. M167	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE	

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-28 attached hereto.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer
15B. CONTRACT/OFFEROR	15C. DATE SIGNED 3/19/2007
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 3/20/07

DOE Form  
(04/1991)

RCN No. OR-28

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws,  
Regulations, and DOE Directives (Dec.  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-28 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE M 450.4-1  
ORO O 410, Chapter II, Change 4

DOE O 142.2A  
ORO O 420, Chapter XVI

DOE O 420.1B, Attachment 2, Chapter II

**DELETIONS:**

DOE M 231.1-1A  
DOE O 142.2  
DOE O 5480.4

DOE M 440.1-1  
DOE O 420.1A and Compliance Line  
ORO O 410, Chapter II, Change 3

DOE N 450.7  
DOE O 440.1A

**EXTENSIONS:**

DOE N 206.3 (extended by DOE N 251.67)

**UPDATES:**

WSS Set for *Other Industrial, Radiological, and Non-Radiological Hazard Facilities*, Change 53  
WSS Set for *Construction and Construction-like Activities*, Change 7 and Change 8  
WSS Set for *Spallation Neutron Source*, Change 3  
Removal of WSS Set for *Radiochemical Development Facility (Building 3019 and its ancillary buildings)*, Change 19

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE M 470.4-2, Change 1, Replacement Implementation Plan due, submitted  
DOE O 205.1A, Implementation Plan due  
DOE O 414.1C, Implementation Plan, Revision 1, submitted, approved  
DOE O 420.1B, Attachment 2, Chapter II, Implementation Plan due  
DOE O 420.1B, Attachment 2, Chapter III, Implementation Plan approved  
DOE O 420.1B, Attachment 2, Chapter IV, Replacement Implementation Plan submitted, approved  
ORO O 420, Chapter XVI, Implementation Plan due

**ADMINISTRATIVE CORRECTION:** None

DOE AUTHORIZING SIGNATURE:

DATE:



3/7/07

Johnny Q. Moore Contracting Officer's Representative

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<b>DOE Directives</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3	11/03/1999	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
<b>DOE O 142.2A</b>	<b>12/15/2006</b>	<b>Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency</b>		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive Included in S/RID. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 10/14/2006.				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-1	09/30/2004	Incident Prevention, Warning, and Response (IPWAR) Manual		
DOE M 205.1-2	06/26/2005	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual		
Compliance Line: Implementation Plan approved by DOE on 03/08/2006.				
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
<b>Compliance Line: Implementation Plan due to DOE by 04/11/2007.</b>				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	Personal Identity Verification		<b>Expiration date extended to 03/22/2007 by DOE N 251.67.</b>
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
Compliance Line: Implementation Plan approved by DOE on 11/30/2006.				
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1	09/15/2005	Implementation of Department of Energy Oversight Policy		
Compliance Line: Implementation Plan approved by DOE on 05/02/2006.				
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive Included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	<sup>1</sup> 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan approved by DOE on 08/10/2006.				
DOE O 243.2	02/02/2006	Vital Records		
Compliance Line: Implementation Plan approved by DOE on 08/10/2006.				
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	<sup>1</sup> 05/08/1998	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive Included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 12/08/2006.</b>				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		<b>Administrative Directive included in Appendix E Baseline List B. See Footnote (3).</b>
<b>Compliance Line: Implementation Plan due to DOE by 05/25/2007.</b>				
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive Included in WSS. See Footnote (2).
<b>Compliance Line 1: Implementation Plan approved by DOE on 12/08/2006 for DOE O 420.1B, Attachment 2, Chapter III.</b>				
<b>Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.</b>				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive Included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive Included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1	06/01/2001	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	2 12/07/2005	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
<b>DOE M 450.4-1</b>	<b>11/01/2006</b>	<b>Integrated Safety Management System Manual</b>		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved on 05/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
<b>Compliance Line: Replacement Implementation Plan submitted to DOE on 02/12/2007.</b>				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-4	08/26/2005	Information Security		
Compliance Line: Implementation Plan approved by DOE on 08/31/06.				
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.

**Appendix E  
Baseline List of  
Required Compliance Documents**

**List B - List of Applicable Directives**

<b>DOE Directives</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.2-2	08/03/1999	Classified Information Systems Security Manual		DOE N 205.3 cancels paragraphs 4j(2) and 4(j)6 of Chapter VI; and paragraph 12a(2)(a) of Chapter VII.  DOE N 205.4 cancels Chapter III, Section 8.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE-STD-1090-2004	06/01/2004	Holisting and Rigging Standard (Formerly Holisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 03/10/2006.				
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<b><u><a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></u></b>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive Included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive Included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive Included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

<b>ORO Directives</b>				
ORO Directives may be found at the following address: <a href="http://www.ornl.gov/doe_oro_dmg/orchklist.htm">http://www.ornl.gov/doe_oro_dmg/orchklist.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive Included In S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive Included In S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/02/2006	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
<b>ORO O 410, Chapter II</b>	<b>05/31/1996</b>	<b>Management of Nuclear Materials</b>	<b>4</b> <b>11/16/2006</b>	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	

**Appendix E  
Baseline List of  
Required Compliance Documents**

**List B - List of Applicable Directives**

<b>ORO Directives</b>				
<p><b>ORO Directives may be found at the following address:</b>  <a href="http://www.ornl.gov/doe_oro_dmg/orchklist.htm">http://www.ornl.gov/doe_oro_dmg/orchklist.htm</a></p>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
<b>ORO O 420, Chapter XVI</b>	<b>08/28/2006</b>	<b>Fire Protection</b>		<b>Administrative Directive included in Appendix E Baseline List B. See Footnote (3).</b>
<b>Compliance Line: Implementation Plan due to DOE by 05/25/2007.</b>				
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	4 04/29/2005	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	3 12/29/2005	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	3 11/13/2002	
ORO O 530, Chapter III	06/18/1996	Accounting	5 02/02/2005	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization	1 12/16/2004	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<b><u><a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></u></b>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>53</b> <b>02/05/2007</b>	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	17 06/21/2006	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	17 06/21/2006	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	16 06/21/2006	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	16 06/21/2006	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	<b>7</b> <b>02/05/2007</b> <b>8</b> <b>02/20/2007</b>	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	19 06/21/2006	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	<b>3</b> <b>02/05/2007</b>	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	9 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listblas.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   8
<b>2. AMENDMENT/MODIFICATION NO.</b> M158	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Millon P.O. Box 2001 Oak Ridge, TN 37831-8758	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fretze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
			<b>10B. DATED (SEE ITEM 13)</b>  October 18, 1999
<b>CODE</b>	<b>FACILITY CODE</b>		

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause H-46, Mutual Agreement and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise clause H-46, Other Patent Related Matters, to 1) enable the contractor to elect a total of ten subject inventions for commercialization in the Privately Funded Technology Transfer (PFTT) program that were previously outside the contractually agreed window for election of Government funded inventions into the PFTT program, 2) change the time periods for the first two financial commitment periods, 3) increase by ten percent the Government share of net income from royalties generated by licensing of the ten subject inventions, 4) reflects the reimbursement by the contractor to the Government of costs associated with the ten subject inventions, and 5) changes the "Contract Year" commitments and associated reporting to a fiscal year basis.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Millon Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>16C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	4/11/07	BY <u>Mark A. Millon</u> (Signature of Contracting Officer)	4/13/07

**H-46 Other Patent Related Matters****(a) Contractor's Commitment**

For the Contractor's privately-funded technology transfer (PFTT) effort during the 5-year option term of this Contract, the Contractor shall commit to at least \$3,500,000 of private monies for expenses including those related to patenting, marketing, licensing, and development of Subject Inventions and shall file a minimum of twenty-five (25) patent applications during the 5-year option period and prior to the contract expiration date of March 31, 2010. Included as a part of the \$3,500,000 private monies commitment and the 25 patent application commitment, the Contractor further agrees to the following minimum commitments for the first two PFTT Time Periods:

PFTT Time Period 1 (March 31, 2005- September 30, 2006)	\$500,000 plus carryover from previous Contract year and three (3) patent applications
PFTT Time Period 2 (October 1, 2006- September 30, 2007)	\$500,000 and five (5) patent applications

At the end of PFTT Time Period 2, the Government will review annual reports submitted by the Contractor in accordance with subsection (c)(4) of this clause and determine if metrics should be prescribed for the remainder of the Contract or if the remaining commitments may be fulfilled at the discretion of the Contractor.

**(b) Transfer of Patent Rights to a Successor Contractor**

As consideration for the Contractor's Commitment defined in paragraph (a) of this clause, the Parties agree that at the termination or expiration of this Contract, the following terms and conditions shall apply to Subject Inventions which were elected to be pursued under the Contractor's PFTT program, and to the licenses and royalties generated therefrom:

- (1) In the event Contractor has executed a license, assignment or other commercialization agreement to a Subject Invention prior to termination or expiration of this Contract in which royalties, fees, equity or other consideration is to be or has been paid (hereinafter "agreement"), the distribution of net income from royalties, equity, or any other consideration received or to be received under such agreement shall remain as prior to Contract termination or expiration and shall continue for the duration of such agreement. As set forth in paragraph (e) below, fifty-one percent (51%) of such net income shall go to the Successor Contractor at the Facility for use at the Facility pursuant to its contract or, in the absence of a Successor Contractor, to such other entity designated by the Government, and forty-nine percent (49%) may be retained by the Contractor for use in accordance with 35 USC Section 200 et seq. Administration of agreements



related to such Subject Invention, shall remain with the Contractor. Title to such Subject Invention shall remain with the Contractor provided the Contractor has fulfilled the commitments set forth in paragraph (a) above. If the Contractor has not fulfilled the commitments set forth in paragraph (a) above, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or such other entity designated by the Government.

- (2) In the event Contractor has not executed an agreement (as defined in paragraph (1) above) to a Subject Invention, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or to such other entity designated by the Government, unless Contractor can demonstrate that it has expended at least twenty thousand dollars (\$20,000) of private monies in its PFTT program toward the patenting, licensing, marketing and/or development of such Subject Invention, and the Contractor has fulfilled the commitments set forth in paragraph (a) above. In the event Contractor retains title to a Subject Invention under this paragraph, the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (1) above.
- (3) In the event Contractor retains title to Subject Inventions under paragraphs (1) or (2) above, and executes an agreement (as defined in paragraph (1) above) to such Subject Inventions after the termination or expiration of this Contract the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (1) above.
- (4) The Contractor and the Government shall enter negotiations prior to such termination or expiration with respect to retention of the title to Subject Inventions. Such negotiations shall consider the equities of the Parties with respect to each Subject Invention and shall take into consideration the presence of private investment, DOE's need for continued operation of the Facility, potential commercial use, assumption of patent related liabilities, effective technology transfer, and the need to market the technology. Such negotiations shall not change the disposition of title provided for in paragraphs (1) and (2) above unless mutually agreed by the Contractor and the Government.
- (5) For any Subject Invention to which the Contractor maintains title or administration of an agreement under paragraphs (a)(1)-(2) above, the Contractor agrees that, to the extent it is able to do so in view of prior licenses or assignments, it will negotiate in good faith to enable the Successor Contractor to practice such subject invention in the form of CRADAs, Work For Others agreements, licenses or other appropriate agreements, in order to fulfill the missions and programs of the Facility. It is the intention of the Contractor to enable the Successor Contractor to continue operation of the Facility, including the Facility's technology transfer program. In any event, the Successor Contractor retains the nonexclusive royalty-free right to practice the Subject Invention on behalf of the U.S. Government.

- (6) The provisions of paragraph (a)(1), (2), (3), and (5) above survive expiration or termination of the Contract.

(c) Costs

- (1) Except as otherwise specified in the clause of this Contract entitled, "Technology Transfer Mission," as allowable costs for conducting activities pursuant to provisions of that clause, no costs are allowable as direct or indirect costs for the preparation, filing, or prosecution of patent applications or the payment of maintenance fees, licensing, marketing and development costs after the Contractor elects to pursue commercialization of a Subject Invention under its PFTT program pursuant to paragraph (g) below.
- (2) If an extension of time for election of a Subject Invention for PFTT is approved in accordance with paragraph (g) below, Contractor shall reimburse all allowable costs incurred with respect to such Subject Invention during the time period of the extension. The Contractor shall also reimburse all patent costs which are incurred under the Contract for all Subject Inventions elected to be treated under PFTT regardless, of when such costs are incurred.
- (3) In the case of Contractor's PFTT program, the Contractor shall certify annually that all costs incurred, including, but not limited to, those for licensing, marketing, and development after the Contractor elects to treat a subject invention as PFTT have been and will be paid solely from the Contractor's PFTT program.
- (4) Within 90 days after the end of each Fiscal Year or at contract termination or expiration, the Contractor shall submit a report covering the previous PFTT Time Period which:
- (i) lists the invention disclosures elected and/or patent applications filed under its PFTT program,
  - (ii) certifies the total amount of private monies it expended during the PFTT Time Period, including those expenses related to patenting, marketing, licensing and development of Subject Inventions as required by H-46 subsection (a), and
  - (iii) certifies the amount of gross income received from its PFTT program during the PFTT Time Period.

(d) Liability of the Government

- (1) All costs, including litigation costs, associated with and attributed to Contractor's privately funded technology transfer program are unallowable regardless of the stage of technology development or background intellectual property existing at the time the Subject Invention is chosen for management under the PFTT program, and notwithstanding the inclusion

of publicly funded intellectual property in the Contractor's PFTT program activities.

- (2) The Contractor shall not include in any license agreement or assignment any guarantee or requirement which would obligate the Government to pay any costs or create any liability on behalf of the Government.
- (3) The Contractor shall include in all licensing agreements and in any assignment of title the following clauses unless otherwise approved or directed by the Contracting Officer following consultation with DOE Patent Counsel:
  - (i) "This agreement is entered into by UT-Battelle, LLC (UT-Battelle) in its private capacity. It is understood and agreed that the U.S. Government is not a party to this agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this agreement or the subject matter licensed assigned."
  - (ii) "Nothing in this Agreement shall be deemed to be a representation or warranty by UT-Battelle or the U.S. Government of the validity of any of the patents or the accuracy, safety, or usefulness for any purpose, of any TECHNICAL INFORMATION, techniques, or practices at any time made available by UT-Battelle. Neither the U.S. Government nor UT-Battelle nor any member company of UT-Battelle shall have any liability whatsoever to LICENSEE or any other person for or on account of any injury, loss, or damage of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon LICENSEE or any other person, arising out of or in connection with or resulting from:
    - (A) The production, use, or sale of any apparatus or product, or the practice of the INVENTIONS;
    - (B) The use of any TECHNICAL INFORMATION, techniques, or practices disclosed by UT-Battelle; or
    - (C) Any advertising or other promotional activities with respect to any of the foregoing, and LICENSEE shall hold the U.S. Government, UT-Battelle, and any member company of UT-Battelle harmless in the event the U.S. Government, UT-Battelle, or any member company of UT-Battelle is held liable.

UT-Battelle represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert."

(c) Distribution of net income

In the event the Contractor engages in a PFTT program under the clause of this Contract entitled, "Patent Rights – Management and Operating Contracts,

Nonprofit Organization or Small Business Firm Contractor” or the clause of this Contract entitled, “Rights in Data – Technology Transfer,” such that private funds are utilized for technology transfer after the Contractor elects to pursue privately-funded commercialization of a Subject Invention or after the Contractor has received permission from the Contracting Officer to assert statutory copyright in a software program and received DOE approval to commercialize such software under its PFTT program under paragraph (i) below, net income from such PFTT program shall be distributed as follows:

- (1) Fifty-one percent (51%) of net income shall be used at the Facility for scientific research, development and education consistent with the research and development mission and objectives of the Facility. Forty-nine percent (49%) of such net income may be used by the Contractor at a location other than the Facility if such use is for scientific research, development, and education consistent with the research and development mission and objectives of the Facility in accordance with 35 USC Section 200 et seq.
- (2) "Net income" is defined as that amount remaining after the expense of patenting costs, licensing and marketing costs, payments to inventors, and other expenses incidental to the administration of subject inventions is deducted from gross income received.

(f) Equity Plan

It is the intent of the Government and the Contractor that the Contractor shall, in its discretion, take reasonable and prudent actions from both a commercial and stewardship of the Facility's technology transfer perspective related to the ownership of equity received from third parties under this Contract. Contractor shall submit to the Contracting Officer a plan which shall set forth principles for the Contractor's acquisition, retention and disposition of equity received from third parties as consideration for licenses or assignments granted to such third party. Such plan shall consider, at a minimum,

- (1) the manner in which the Contractor shall acquire such equity in a third party, including the manner in which Contractor shall apportion capital contributions to such third party between the relative value of private Contractor contributions and the value of contributions representing a license under a Subject Invention;
- (2) the manner in which the Contractor shall hold such equity, given that the Government has an undivided interest in that portion of such equity representing the value of contributions resulting from a license to such Subject Invention;
- (3) the manner in which the Contractor shall dispose of such equity, giving due consideration to the potential for a conflict of interest between the interests of the Government and the Contractor; and
- (4) the manner in which Contractor's inventors are compensated.

- (g) (1) The Contractor shall indicate whether a Subject Invention will be pursued under its government-funded technology transfer program or its PFTT

program within six (6) months after the Subject Invention is reported to the Contractor, unless an extension is otherwise agreed in writing by the Patent Counsel. Subject Inventions reported to the Contractor on or after the effective date of the contract modification that incorporates this clause into Prime Contract No. DE-AC05-00OR22725 will be eligible for commercialization pursuant to the PFTT program.

- (2) Notwithstanding paragraph (g)(1) above, DOE grants permission for the Contractor to elect the following Subject Inventions for commercialization in the PFTT program which were reported to the Contractor prior to the effective date of the contract modification that incorporates this clause into the Prime Contract No. DE-AC05-00OR22725 (March 15, 2004):

S-96,741

S-96,776

S-99,304

S-99,385

S-99,395

S-101,885

S-101,894

S-101,922

S-101,930

S-101,935

- (3) As consideration for DOE's granting permission to elect the Subject Inventions in paragraph (g)(2) above, the Contractor agrees that upon reaching net income on the entire PFTT portfolio, 61% of net income from these Subject Inventions shall be used at the Facility for scientific research, development and education consistent with the research and development mission and objectives of the Facility. Net income for all other inventions, as described in paragraph (g)(1) above, shall be distributed in accordance with paragraphs (b)(1) and (e)(1) above.
- (4) With respect to the Subject Inventions set forth in paragraph (g)(2) above, Contractor agrees to reimburse all allowable costs incurred with respect to each Subject Invention during the time period from six (6) months after disclosure to the Contractor until the effective date of the contract modification that incorporates this modified clause into Prime Contract No. DE-AC05-00OR22725. DOE agrees that the amount reimbursed will count toward PFTT Time Period 1 spending commitments.

- (h) In its PFTT program, the Contractor shall be substantially guided by the principles of U.S. Competitiveness and Fairness of Opportunity as set forth herein.

- (i) When requesting approval from DOE to assert statutory copyright in a particular software package pursuant to the clause entitled "Rights in Data—Technology Transfer" (Clause I-129(e) herein), Contractor may request that commercialization of such software proceed under the provisions of this Clause H-46. If approved, no costs of such commercialization thereafter shall be allowable, and the proceeds of such commercialization shall be treated in accordance with paragraph (a) above as if such proceeds had resulted from the commercialization of a Subject Invention. Upon termination or expiration of the Contract, such software will be treated as if such software were a Subject Invention elected under Contractor's PFTT program. Disposition of title to such software will be governed by the provisions of paragraphs (b)(1)-(b)(5) above, except that the \$20,000 expenditure requirement for Subject Inventions set forth in paragraph (b)(2) is not applicable to such software.
- (j) Contractor's PFTT program shall be conducted so as to avoid interference with or adverse effects on Contractor's performance of other activities authorized by the Contract, including its government-funded technology transfer program.
- (k) The Contractor shall have procedures implementing its PFTT program. Such implementing procedures shall be provided to the Contracting Officer for review and approval within ninety (90) days after execution of the contract modification authorizing PFTT. The Contractor shall provide any proposed changes to such procedures to the Contracting Officer for review and approval prior to implementation. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures.
- (l) To the extent DOE unilaterally determines:
  - (1) the Laboratory's mission or function is being negatively impacted; or
  - (2) it provides the most effective technology transfer program.

DOE retains the right to require all or certain portions of Contractor's PFTT program to be administered by a non-laboratory employee(s). Non-laboratory employees shall not utilize any Laboratory facilities without the prior written approval of the Contracting Officer.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   8	
<b>2. AMENDMENT/MODIFICATION NO.</b> M161	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b>  October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-112 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	<u>6/15/07</u>	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	<u>6/19/07</u>

**DUPLICATE ORIGINAL**



The purpose of this modification is to implement the final rule changes reflected in the March 31, 2006 *Federal Register* which eliminates the "Make-or-Buy Plan" requirements for Management and Operating contracts. This final rule requires the following changes to the contract: 1) amend clause I.108, 970.5203-1 Management Controls, to include outsourcing of functions as a consideration of efficient and effective operations; 2) amend clause I.109, 970.5203-2 Performance Improvements and Collaboration, to provide a requirement for contractors to consider outsourcing as a mechanism to increase improvement in the management of their contracts; 3) delete clause I.117, 970.5215-2, Make-or-Buy Plan; and 4) amend clause I.153, 970.5244-1 Contractor Purchasing System, to remove and reserve paragraph (n).

All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

- 1) Clause I.108, 970.5203-1 Management Controls (DEC 2000) (Deviation) (AL 2005-04), is deleted in its entirety and replaced with the following:

**I.108 970.5203-1 MANAGEMENT CONTROLS (MAY 2006) (Deviation)**

(a)(1) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed; efficient and effective operations are promoted including consideration of outsourcing of functions; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

(2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.

(3) Such systems shall be an integral part of the contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.

(4) (Deviation) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. *Annually, or at other intervals directed by the Contracting Officer, the contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations that result from audits of business,*



*financial, or management controls performed by its internal audit activity and any other audit activity.*

(b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

- 2) Clause I.109, 970.5203-2 Performance Improvement and Collaboration (DEC 2000), is deleted in its entirety and replaced with the following:

**I.109 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)**

(a) The contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.

(b) The contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.

(c) The contractor may consult with the contracting officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The contractor may request the assistance of the contracting officer in the communication of the success of improvements to other management and operating contractors in accordance with paragraph (b) of this clause.

(d) The contractor shall notify the contracting officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

- 3) Clause I.117, 970.5215-2 Make or Buy Plan (DEC 2000), is deleted in its entirety and replaced with the following:

**I.117 RESERVED**

- 4) Clause I.153, 970.5244-1 Contractor Purchasing System (DEC 2000) (Deviation), is deleted in its entirety and replaced with the following:

**I.153 970.5244-1 CONTRACTOR PURCHASING SYSTEM (MAY 2006)**

(a) General. The contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR 970.44. The contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to DOE in accordance with 48 CFR 970.4401-1. The contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the contractor submit for approval any or all purchases under this contract. The contractor shall not purchase any item or service the purchase of which is expressly prohibited by the written direction of DOE and shall use such special and directed sources as may be expressly required by the DOE contracting officer. DOE will conduct periodic appraisals of the contractor's management of all facets of the purchasing function, including the contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the contracting officer, through the contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.

(b) Acquisition of utility services. Utility services shall be acquired in accordance with the requirements of 48 CFR 970.41.

(c) Acquisition of Real Property. Real property shall be acquired in accordance with 48 CFR Subpart 917.74.

(d) Advance Notice of Proposed Subcontract Awards. Advance notice shall be provided in accordance with 48 CFR 970.4401-3.

(e) Audit of Subcontractors. (1) The contractor shall provide for:

(i) periodic post-award audit of cost-reimbursement subcontractors at all tiers, and

(ii) audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.

(2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The contractor shall provide, in appropriate cases, for the timely involvement of the contractor and the DOE contracting officer in resolution of subcontract cost allowability.

(3) Where audits of subcontractors at any tier are required, arrangements may be made to

have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE contracting officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the contractor.

(4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR Part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 970.3102-3-21(b).

(f) Bonds and Insurance. (1) The contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed priced and unit-priced construction subcontracts in excess of \$100,000. The contractor shall consider the use of performance bonds in fixed price nonconstruction subcontracts, where appropriate.

(2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000 a payment bond shall be obtained on Standard Form 25A modified to name the contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).

(3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts, greater than \$25,000, but not greater than \$100,000, the contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.

(4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.

(g) *(Deviation)* Buy American. The contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-3 and 48 CFR 52.225-5. The contractor shall forward determinations of nonavailability of individual items to the DOE contracting officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the contractor to make determinations of nonavailability for individual items valued at \$100,000 or less, *or \$500,000 for components of neutron scattering instruments (generally used by the Spallation Neutron Source (SNS) program).*

(h) Construction and Architect-Engineer Subcontracts. (1) Independent Estimates. A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.

(2) Specifications. Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."

(3) Prevention of Conflict of Interest. (i) The contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

(ii) The contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.

(iii) The contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.

(i) Contractor-Affiliated Sources. Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.

(j) Contractor-Subcontractor Relationship. The obligations of the contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the contractor, and shall not bind or purport to bind the Government.

(k) Government Property. Identification, inspection, maintenance, protection, and disposition of Government property shall conform with the policies and principles of 48 CFR Part 45, 48 CFR 945, the Federal Property Management Regulations 41 CFR Chapter 101, the DOE Property Management Regulations 41 CFR Chapter 109, and their contracts.

(l) Indemnification. Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.

(m) Leasing of Motor Vehicles. Contractors shall comply with 48 CFR 8.11 and 48 CFR 908.11.

(n) [Removed and Reserved.]

(o) Management, Acquisition and Use of Information Resources. Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.

(p) **Priorities, Allocations and Allotments.** Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

(q) **Purchase of Special Items.** Purchase of the following items shall be in accordance with the following provisions of 48 CFR 908.71 and the Federal Property Management Regulations, 41 CFR Chapter 101:

(1) Motor vehicles-48 CFR 908.7101

(2) Aircraft-48 CFR 908.7102

(3) Security Cabinets-48 CFR 908.7106

(4) Alcohol-48 CFR 908.7107

(5) Helium-48 CFR 908.7108

(6) Fuels and packaged petroleum products-48 CFR 908.7109

(7) Coal-48 CFR 908.7110

(8) Arms and Ammunition-48 CFR 908.7111

(9) Heavy Water-48 CFR 908.7121(a)

(10) Precious Metals-48 CFR 908.7121(b)

(11) Lithium-48 CFR 908.7121(c)

(12) Products and services of the blind and severely handicapped-41 CFR 101-26.701

(13) Products made in Federal penal and correctional institutions-41 CFR 101-26.702

(r) **Purchase vs. Lease Determinations.** Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease vs. purchase determinations. Such determinations shall be made:

(1) at time of original acquisition;

(2) when lease renewals are being considered; and

(3) at other times as circumstances warrant.

(s) **Quality Assurance.** Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.

(t) **Setoff of Assigned Subcontractor Proceeds.** Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.

(u) **Strategic and Critical Materials.** The contractor may use strategic and critical materials in the National Defense Stockpile.

(v) **Termination.** When subcontracts are terminated as a result of the termination of all or a portion of this contract, the contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR Subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR Subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the contracting officer.

(w) **Unclassified Controlled Nuclear Information.** Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.

(x) **Subcontract Flowdown Requirements.** In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the contractor shall include the following clauses in subcontracts, as applicable:

(1) Davis-Bacon clauses prescribed in 48 CFR 22.407.

(2) Foreign Travel clause prescribed in 48 CFR 952.247-70.

(3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).

(4) Service Contract Act clauses prescribed in 48 CFR 22.1006.

(5) State and local taxes clause prescribed in 48 CFR 970.2904-1.

(6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).

(y) **Legal Services.** Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719 and the requirements of this clause.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. M163	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.		
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725		
			10B. DATED (SEE ITEM 13) October 18, 1999		
CODE	FACILITY CODE				

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-29 attached hereto.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED 6/14/07	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 6/15/07
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	

DUPLICATE ORIGINAL



DOE Form  
(04/1991)

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

RCN No. OR-29

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws,  
Regulations, and DOE Directives (Dec.  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-29 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE M 205.1-4	DOE M 442.1-1	DOE O 110.3A	DOE O 433.1A
DOE O 440.2B, Change 1	ORO O 440, Ch V, Chg 5	ORO O 470, Ch VII, Chg 5	ORO O 530, Ch III, Chg 6
ORO O 550, Ch II, Chg 2			

**DELETIONS:**

DOE M 205.1-1	DOE M 205.1-2	DOE M 471.2-2	DOE O 110.3
DOE O 433.1	DOE O 440.2B	ORO O 440, Ch V, Chg 4	ORO O 470, Ch VII, Chg 3
ORO O 470, Ch IX, Chg 3	ORO O 530, Ch III, Chg 5	ORO O 550, Ch II, Chg 1	

**EXTENSIONS:**

**UPDATES:**

WSS Set 1, Change 54 and Change 55  
WSS Set 2 and 4, Change 18  
WSS Set 5 and 7, Change 17  
WSS Set 10, Change 20

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

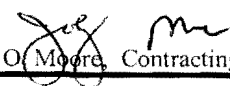
DOE M 470.4-2, Change 1, Implementation Plan approved  
DOE M 205.1-4; DOE O 205.1A, Implementation Plan due  
DOE O 243.1, Implementation Plan, Revision 1, submitted, approved  
DOE O 433.1A, Compliance Line added  
DOE O 420.1B, Attachment 2, Chapter II and ORO O 420, Chapter XVI, Compliance Line deleted

**ADMINISTRATIVE CORRECTION:**

DOE O 420.1B, Attachment 2, Chapter II and ORO O 420, Chapter XVI: "Notes and Comments" column revised.

DOE AUTHORIZING SIGNATURE:

DATE:

  
Johnny O. Moore, Contracting Officer's Representative

6/1/09



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
<b>DOE O 110.3A</b>	<b>01/25/2007</b>	<b>Conference Management</b>		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		See Footnote (1).
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 10/14/2006.				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
<b>DOE M 205.1-4</b>	<b>03/08/2007</b>	<b>National Security System Manual</b>		
<b>Compliance Line: Implementation Plan due to DOE by 08/1/2007.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
<b>Compliance Line: Implementation Plan due to DOE by 10/11/2007.</b>				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	Personal Identity Verification		Expiration date extended to 03/22/2007 by DOE N 251.67.
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
Compliance Line: Implementation Plan approved by DOE on 11/30/2006.				
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1	09/15/2005	Implementation of Department of Energy Oversight Policy		
Compliance Line: Implementation Plan approved by DOE on 05/02/2006.				
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.</b>				
DOE O 243.2	02/02/2006	Vital Records		
Compliance Line: Implementation Plan approved by DOE on 08/10/2006.				
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 12/08/2006.				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		<b>Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)</b>
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan approved by DOE on 12/08/2006 for DOE O 420.1B, Attachment 2, Chapter III.				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
<b>DOE O 433.1A</b>	<b>02/13/2007</b>	<b>Maintenance Management Program for DOE Nuclear Facilities</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b>
<b>Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.</b>				

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
<b>DOE O 440.2B</b>	<b>11/27/2002</b>	<b>Aviation Management and Safety</b>	<b>1</b> <b>11/19/2006</b>	<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b>
<b>DOE M 442.1-1</b>	<b>11/16/2006</b>	<b>Differing Professional Opinions Manual for Technical</b>		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	<b>2</b> <b>12/07/2005</b>	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved on 05/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	<b>1</b> <b>03/07/2006</b>	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-2	08/26/2005	Physical Protection	<b>1</b> <b>03/07/2006</b>	
<b>Compliance Line: Implementation Plan approved by DOE on 04/10/2007.</b>				
DOE M 470.4-3	08/26/2005	Protective Force	<b>1</b> <b>03/07/2006</b>	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-4	08/26/2005	Information Security		
Compliance Line: Implementation Plan approved by DOE on 08/31/06.				
DOE M 470.4-5	08/26/2005	Personnel Security		

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<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 03/10/2006.				
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

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**Required Compliance Documents**  
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<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	4 06/01/2005	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/02/2006	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	4 04/29/2005	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	4 11/16/2006	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	1 01/18/2005	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 420, Chapter XVI	08/28/2006	Fire Protection		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
<b>ORO O 440, Chapter V</b>	<b>09/30/1996</b>	<b>Employee Concerns Management System</b>	<b>5</b> <b>04/24/2007</b>	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
<b>ORO O 470, Chapter VII</b>	<b>05/15/1996</b>	<b>Protection and Control of Safeguards and Security Interests</b>	<b>5</b> <b>03/08/2007</b>	
<b>ORO O 530, Chapter III</b>	<b>06/18/1996</b>	<b>Accounting</b>	<b>6</b> <b>02/06/2007</b>	
<b>ORO O 550, Chapter II</b>	<b>09/26/2001</b>	<b>Foreign Travel Authorization,</b>	<b>2</b> <b>01/22/2007</b>	



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>WSS Sets and S/RIDs can be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	54 03/28/2007 55 05/07/2007	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	18 04/16/2007	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	18 04/16/2007	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	17 04/16/2007	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	17 04/16/2007	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	20 04/16/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	9 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> M165		<b>3. EFFECTIVE DATE</b> July 1, 2007		<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
<b>CODE</b>		<input type="checkbox"/>		<b>9B. DATED (SEE ITEM 11)</b>	
<b>FACILITY CODE</b>		<input checked="" type="checkbox"/>		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-97, Mutual Agreement and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the replacement of Jeffrey Wadsworth with Thomas Mason as "Laboratory Director, ORNL" and reflects Ian Anderson as the "Acting Associate Lab Director, Spallation Neutron Source".

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	8/28/07	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	8/31/07

## APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, "Key Personnel."

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	James Roberto
3. Deputy Director, Operations	Jeff Smith
4. Acting Associate Lab Director, Spallation Neutron Source	Ian Anderson
5. Associate Lab Director, Physical and Computational Sciences	Michelle Buchanan
6. Associate Lab Director, Biological and Environmental Sciences	Reinhold C. Mann
7. Associate Lab Director, Energy and Engineering Technology	Dana Christensen
8. Associate Lab Director, National Security	Frank Akers
9. Associate Lab Director, Computing and Computational Sciences	Thomas Zacharia
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health, and Quality	Karen Downer
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M168	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE		

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause H-45, Mutual Agreement and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise clause H-45, Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States, to incorporate Special Incentives, Allowances, and Payments available to Field Deployment Team members involved in Covered Assignments. Therefore, contract clause H-45, Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States, is deleted in its entirety and replaced with the clause attached hereto.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer
15B. CONTRACT/OFFEROR BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)
15C. DATE SIGNED <u>Sept 24, 2007</u>	16C. DATE SIGNED <u>9/24/07</u>

**H-45. Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States**

The parties recognize that the Contractor's support of DOE and/or other federal agency efforts to reduce threats from nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology located outside the United States may prove hazardous to contractor employees who volunteer for these assignments. When performing this work, contractor employees may be subject to special hazards which are not part of the employee's normal duties and for which workers' compensation laws, other statutes, the Contractor's welfare plan and policies, and other Contractor-provided insurance of the worker's private insurance may not provide adequate financial protection to the work in the event of disability, or to the worker's estate in the event of death.

**(a) Definitions**

- (1) "Field Deployment Team" means that emergency-response team established by the Contractor at the request of DOE to be available, upon call by public authorities, through DOE, for immediate technical assistance and advice outside the United States involving detection, identification, assessment, characterization, packaging, control, containment, transport, dismantlement, movement or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology.
- (2) "Covered Assignment" means work which requires the active deployment outside the United States of a Contractor employee as a member of the Field Deployment Roster.
- (3) "Special Insurance Coverage" means Special (Additional) Travel Accident or similar special insurance coverage obtained by the Contractor, with the consent of DOE, to cover each Contractor employee member of the Field Deployment Roster for accidental death, dismemberment, and disability occurring directly or indirectly from said employee's participation in a covered Assignment, including but not limited to travel to and from the Covered Assignment.
- (4) "Field Deployment Roster" means the list provided at the time of deployment by the Contractor of employees who have volunteered to serve on, and have been accepted for a Covered Assignment.
- (5) "Contractor Benefit Plans Insurance" means insurance obtained and paid for by the Contractor for and on behalf of its employees. Such insurance includes Basic Life Insurance, Business Travel Accident Insurance, and, if applicable, the Special Insurance Coverage.

(b) Special Insurance Coverage

The Contractor may provide Field Deployment Roster employees with Special Insurance coverage, as an allowable cost under this Contract, in order to facilitate the provision of technical expertise to assist in the activities listed in (a)(1) above. The total amount of contractor Benefit Plans Insurance (including Special Insurance Coverage under this clause) provided to any Field Deployment Roster employee shall not exceed that employee's annual salary multiplied by 10.

(c) In performing the work covered by this clause, the Contractor shall use only contractor employees who volunteer for this work assignment. The Contractor will thoroughly explain the risks of this work assignment to potential Contractor employee volunteers prior to accepting these volunteers for this work.

(d) The Contractor will provide the Field Deployment Roster to the Contracting Officer in writing prior to beginning work which may be covered by this clause.

(e) The Contractor shall not include the provisions of this clause in its subcontracts without first consulting with and receiving advance written approval from the Contracting Officer.

(f) Special Incentives, Allowances and Payments

1. Post Hardship Differential is authorized for Field Deployment Team members serving on such covered assignments in accordance with Department of State Standardized Regulations (DSSR), section 510. Post Hardship Differential is paid to Field Deployment Team members on temporary detail to one or more hardship posts after the forty-second calendar day of the Covered Assignment. Field Deployment Team members, who serve in Afghanistan, Iraq or other countries if approved by the Contracting Officer, may be granted Post Hardship Differential at the prescribed rate beginning on the forty-third day back to day one.
2. Danger Pay Allowance is authorized for Field Deployment Team members serving on such covered assignments in accordance with DSSR, section 650. Danger Pay Allowance is in addition to Post Hardship Differential.
3. Post Hardship Differential and Danger Pay Allowances are limited to a maximum of seventy-two working days per individual, per deployment, unless the Contracting Officer or Contracting Officer's Representative authorizes an extension of these benefits on a case-by-case basis due to critical mission needs.

4. Field Deployment Team members will not be eligible for additional incentive payments, such as an Incentivized Performance Award (IPA), Significant Event Award (SEA) or Supplemental Performance Award (SPA), for their participation or activities in a Covered Assignment for which special payments or incentives under this policy were paid.
5. An exception to Section 3.2.4 Other Pay Provisions of Appendix A- Personnel Costs and Related Expenses is hereby granted to permit the payment of overtime to exempt employees. The payment will be made at the Field Deployment Team member's straight-time rate for all working hours over forty in a workweek in a Covered Assignment up to a maximum of seventy-two days. The Contracting Officer or Contracting Officer's Representative may authorize an extension of overtime benefits in extenuating circumstances.
6. The overtime payment will be authorized and paid following the Field Deployment Team member's return to ORNL.
7. ORNL standard policy, such as Travel Pay and Work on a Holiday, shall govern the payment of all other benefits and compensation.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE 07 PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO.</b> M169	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b> <b>CODE</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
<b>CODE</b>		<b>FACILITY CODE</b>	<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-112 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-30 attached hereto.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b> 9/25/07	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b> 9/27/07
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	



DOE Form (04/1991)	<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>	RCN No. OR-30
		Page 1 of 10

PROJECT: Contract Baseline Documentation	LOCATION: Oak Ridge, Tennessee
--	--------------------------------

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I.112, Laws, Regulations, and DOE Directives (Dec. 2000), DEAR 970.5204-2	DATE OF CONTRACT: April 1, 2005
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This Requirements Change Notice (RCN) No. OR-30 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE M 470-4-4, Change 1	DOE O 450.1, Admin., Chg 1	ORO O 130, Ch II, Chg 5
ORO O 220, Ch VII, Chg 5	ORO O 420, Ch XI, Chg 2	ORO O 470, Ch IX, Chg 5

**DELETIONS:**


DOE M 470-4-4	DOE O 137.1A	DOE O 450.1, Chg 2
ORO O 130, Ch II, Chg 4	ORO O 220, Ch VII, Chg 4	ORO O 420, Ch XI, Chg 1

**EXTENSIONS:**

**UPDATES:**  
WSS Set 1, Change 56

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**  
DOE M 470-4-4, Compliance Line deleted  
DOE O 226.1, Implementation Plan closed  
DOE O 243.2, Implementation Plan closed

**ADMINISTRATIVE CORRECTION:**

DOE AUTHORIZING SIGNATURE:	DATE:
 Johnny O. Moore, Contracting Officer's Representative	9/1/07

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 10/14/2006.				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan due to DOE by 08/1/2007.				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
Compliance Line: Implementation Plan due to DOE by 10/11/2007.				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	Personal Identity Verification		Expiration date extended to 03/22/2007 by DOE N 251.67.
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
Compliance Line: Implementation Plan approved by DOE on 11/30/2006.				
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1	09/15/2005	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 12/08/2006.				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan approved by DOE on 12/08/2006 for DOE O 420.1B, Attachment 2, Chapter III.				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).

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<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
<b>DOE O 450.1</b>	<b>01/15/2003</b>	<b>Environmental Protection Program</b>	<b>1</b> <b>01/03/2007</b>	<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b> <b>This DOE Order is Administrative Change 1.</b>
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved on 05/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
<b>DOE M 470.4-4</b>	<b>08/26/2005</b>	<b>Information Security</b>	<b>1</b> <b>06/29/2007</b>	
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	

**Appendix E**  
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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1A	02/26/2001	Identifying Classified Information		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 03/10/2006.				
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

**Appendix E**  
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<b>DOE Directives</b>				
<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

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<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
<b>ORO O 130, Chapter II</b>	<b>05/15/1996</b>	<b>Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations</b>	<b>5 06/24/2007</b>	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
<b>ORO O 220, Chapter VII</b>	<b>05/31/1996</b>	<b>Audit Resolution and Follow-up</b>	<b>5 05/08/2007</b>	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	4 11/16/2006	
<b>ORO O 420, Chapter XI</b>	<b>04/04/2000</b>	<b>Authorization Agreements</b>	<b>2 04/13/2007</b>	



**Appendix E**  
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<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 420, Chapter XVI	08/28/2006	Fire Protection		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	5 04/24/2007	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
<b>ORO O 470, Chapter IX</b>	<b>05/15/1996</b>	<b>Control and Accountability of Nuclear Materials</b>	<b>5</b> <b>05/18/2007</b>	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	5 03/08/2007	
ORO O 530, Chapter III	06/18/1996	Accounting	6 02/06/2007	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization,	2 01/22/2007	

**Appendix E**  
**Baseline List of**  
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**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>56</b> 06/01/2007	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	18 04/16/2007	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	18 04/16/2007	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	17 04/16/2007	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	17 04/16/2007	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	20 04/16/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	9 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. M170	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Barbara J. Jackson P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE		

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause H-45, Mutual Agreement and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate clause H-47, Intellectual Property - BioEnergy Science Center into the contract.

All other terms and conditions other than those specified in this modification remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson Contracting Officer
15B. CONTRACT/OFFEROR BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>Sept 24, 2007</u>
16B. UNITED STATES OF AMERICA BY <u>Barbara J. Jackson</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>9/24/07</u>

DUPLICATE ORIGINAL

#### H-47 Intellectual Property – BioEnergy Science Center

Notwithstanding the provisions set forth in Clause I.129, "Technology Transfer Mission," and Clause I.130, "Rights in Data-Technology Transfer," the following applies to subject inventions in the Core Technologies of the ORNL BioEnergy Science Center and for all technical data produced or acquired by the BESC:

(a) Definitions.

(1) *BESC Team Member* means any industrial, university, or other entity, and their successors, receiving BESC funding as part of the ORNL BioEnergy Science Center.

(2) *Core Technologies* means:

- (i) Formation of biomass with reduced recalcitrance;
- (ii) New tools for biomass characterization; and
- (iii) Microbial/enzymatic hydrolysis of lignocellulose.

(3) *Intellectual Property Management Plan* means the plan approved by DOE and executed by all BESC Team Members within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725. The Intellectual Property Management Plan, to be attached as an Appendix to this Contract and made a part hereof, ensures and facilitates compliance with federal Intellectual Property law and policy, the public interest regarding dissemination of scientific reports and results, and the rapid transfer of technology for the development of cellulosic ethanol and other biofuels.

(b) Licensing and Disposition of Benefits.

(1) The Center will not enter into or be subject to any future licensing arrangements which provide a preferential license to any third party without prior approval by DOE.

(2) In accordance with the Intellectual Property Management Plan, the following disposition of revenue applies when cumulative royalties or other income earned by the Contractor (excluding equity until liquidated) exceed \$200,000 from all license agreements for any subject invention or group of related subject inventions in the Core Technologies:

After incidental expenses (such as patenting and licensing costs, but not payments to inventors) are deducted from any royalties or other income earned by the Contractor with respect to subject inventions in the Core Technologies, sixty percent (60%) of the balance of any such royalties or other income or equity (above the \$200,000 threshold) will be utilized as determined by the Center for the support of scientific research or education to further the efforts of the Center and forty percent (40%) of the balance of such royalties, other income or equity will be distributed to the intellectual property owner(s), from which payments to inventors will be made.

(3) All revenue, regardless of amount, resulting from liquidation of equity in private for-profit companies created to commercialize a Core Technology invention retained by the Contractor shall be subject to the 60/40 split as provided for in (2) above.

(4) The disposition of royalties or other income, including equity, set forth in (2) and (3), above, remains in effect so long as the BESC is in existence. If the BESC no longer exists prior to the end of the initial five-year period due to lack of DOE funding, or after the initial five-year period due to funding or other issues as determined by DOE, then the royalty and equity disposition of (2) and (3), above, is no longer applicable.

(5) The requirements set forth in this clause will be included in the IP Management Plan executed by all the BESC Team Members.

(6) Subject inventions in the Core Technologies made with Center funding are not entitled to election or commercialization under Contractor's privately funded technology transfer program.

(c) Ownership of Technical Data.

(1) Except for data qualifying as restricted computer software or limited rights data, the Contractor will include the following requirements in all subcontracts with BESC Team Members performing work as part of the Center:

(i) The Government shall have unlimited rights in all technical data first produced or acquired by the subcontractor. Contractor shall use the clause at 48 CFR 970.5227-1, "Rights in Data-Facilities (BESC Deviation)" in all subcontracts with BESC Team Members; and

(ii) All technical data first produced or acquired in the performance of work in the Center will be shared with BESC Team Members, other DOE Bioenergy Science Centers, and with any DOE advisory committee assisting DOE in the evaluation of the activities of the Center.

(2) Any deviations or modifications to such requirements will require written notice to and authorization of the DOE Contracting Officer.

(3) Within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725, the Contractor will agree to establish a list of data first produced by the Center in the performance of this contract which will be released to the public.

(4) The Contractor will include the technical data publication requirement in paragraph (3) above in all subcontracts or other agreements with BESC Team Members performing work as part of the Center. Any deviation or modification of this requirement will require written notice to and authorization of the DOE Contracting Officer.

(d) Special Patent Rights Provisions for Certain Subcontractors Subject to 35 U.S.C. § 200, et seq.:

For subcontracts in which the Contractor is a domestic small business or nonprofit organization as defined at (FAR) 48 CFR 27.301, Contractor shall replace paragraph (b) of 952.227-11 with alternate paragraph (b) as prescribed in 37 CFR 401.14(c) and with paragraph (2) modified by inserting at the beginning thereof, "Provided DOE has issued an exceptional circumstance in accordance with 37 CFR 401.3, . . ."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. M172	3. EFFECTIVE DATE October 1, 2007	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-97, Mutual Agreement and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the acceptance of Ian Anderson for the position of "Associate Laboratory Director, Neutron Sciences" which was previously listed as "Acting Associate Lab Director, Spallation Neutron Source". The modification also includes minor changes to several other position titles.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED <u>11/7/2007</u>	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <u>11/13/07</u>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	

## APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, "Key Personnel."

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	James Roberto
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Biological and Environmental Sciences	Reinhold Mann
7. Associate Laboratory Director, Energy and Engineering Sciences	Dana Christensen
8. Associate Laboratory Director, National Security	Frank Akers
9. Associate Laboratory Director, Computing and Computational Sciences	Thomas Zacharia
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Karen Downer
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. M175	3. EFFECTIVE DATE January 1, 2008	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.		
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725		
			10B. DATED (SEE ITEM 13) October 18, 1999		
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-97, Mutual Agreement and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the acceptance of Joseph Herndon for the position of "Director, Environment, Safety, Health, and Quality".

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	15C. DATE SIGNED 11/4/08	16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 1/15/08



APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, "Key Personnel."

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	James Roberto
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Biological and Environmental Sciences	Reinhold Mann
7. Associate Laboratory Director, Energy and Engineering Sciences	Dana Christensen
8. Associate Laboratory Director, National Security	Frank Akers
9. Associate Laboratory Director, Computing and Computational Sciences	Thomas Zacharia
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Joseph Herndon
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner

Continuation of Distribution Record:  
Contract No. DE-AC05-00OR22725  
Modification No. M175

Other (one copy each):

Michele Branton, SC-10

Martha Kass, SC-10

Carolyn Davis, SC-11

Mary Lowery, M-5

Frietze, Michael J. [frietzemj@ornl.gov]

Barreras, Lori [barrerasl@ornl.gov]

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1	
<b>2. AMENDMENT/MODIFICATION NO.</b> M177		<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725	
				<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>		<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-112 and P.L. 95-91

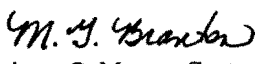
**E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.**

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-31 attached hereto.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	1/11/2008	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	1/14/08

DOE Form (04/1991)		RCN No. OR-31	
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 10	
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee	
CONTRACTOR: UT-Battelle, LLC			
CONTRACT NO.: DE-AC05-00OR22725, Clause I-140, Laws, Regulations, and DOE Directives (JUN 1997), DEAR 970.5204-78		DATE OF CONTRACT: April 1, 2000	
<p>This Requirements Change Notice (RCN) No. OR-31 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p>			
<b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b>			
<b><u>ADDITIONS:</u></b>			
DOE M 475.1-1B	DOE N 206.4	DOE O 226.1A	DOE O 475.2
<b><u>DELETIONS:</u></b>			
DOE M 475.1-1A	DOE N 206.3	DOE O 226.1	
<b><u>EXTENSIONS:</u></b>			
<b><u>UPDATES:</u></b>			
WSS Set 1, Change 57			
WSS Set 10, Change 21			
<b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b>			
DOE M 205.1-4, Implementation Plan, submitted			
DOE O 210.2, Implementation Plan, closed			
DOE O 205.1A, Implementation Plan, submitted			
DOE O 420.1B, Compliance Line 1: Attachment 2, Chapter III, Implementation Plan, Revision 1, submitted			
<b><u>ADMINISTRATIVE CORRECTION:</u></b>			
DOE AUTHORIZING SIGNATURE:		DATE:	
 Johnny O. Moore, Contracting Officer's Representative		12/19/07	

for

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 10/14/2006.				
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
<b>Compliance Line: Implementation Plan submitted to DOE on 11/15/2007.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
<b>Compliance Line: Implementation Plan submitted to DOE on 10/11/2007.</b>				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>DOE N 206.4</b>	<b>06/29/2007</b>	<b>Personal Identity Verification</b>		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
<b>DOE O 226.1A</b>	<b>07/31/2007</b>	<b>Implementation of Department of Energy Oversight Policy</b>		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		

**Appendix E**  
**Baseline List of**  
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**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 12/08/2006.				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line 1: Implementation Plan, Revision 1, submitted to DOE on 09/20/2007 for DOE O 420.1B, Attachment 2, Chapter III.</b>				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	1 01/03/2007	ES&H-related Directive included in WSS. See Footnote (2). This DOE Order is Administrative Change 1.
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved on 05/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-4	08/26/2005	Information Security	1 06/29/2007	
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
<b>DOE M 475.1-1B</b>	<b>08/28/2007</b>	<b>Manual for Identifying Classified Information</b>		
DOE O 475.1	12/10/2004	Counterintelligence Program		
<b>DOE O 475.2</b>	<b>08/28/2007</b>	<b>Identifying Classified Information</b>		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 03/10/2006.				
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1350.1	10/28/1981	Audiovisual and Exhibits Management	1 03/26/1984	
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b>				
<a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	5 06/24/2007	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	5 05/08/2007	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	4 11/16/2006	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	2 04/13/2007	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>ORO Directives</b>				
<b>ORO Directives may be found at the following address:</b> <a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
ORO O 420, Chapter XVI	08/28/2006	Fire Protection		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	5 04/24/2007	
ORO O 470, Chapter I	09/30/1996	Safeguards and Security Program	3 10/29/2004	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	5 05/18/2007	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	5 03/08/2007	
ORO O 530, Chapter III	06/18/1996	Accounting	6 02/06/2007	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization,	2 01/22/2007	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>57</b> <b>09/20/2007</b>	
WSS Set 2	09/30/1996	Radiochemical Research Facilities (Buildings 2026 and 5505)	18 04/16/2007	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	18 04/16/2007	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	17 04/16/2007	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	17 04/16/2007	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	<b>21</b> <b>09/10/2007</b>	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	9 03/09/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   6	
<b>2. AMENDMENT/MODIFICATION NO.</b> M178	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> CODE	<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE			
U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756				
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	
			<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999	
<b>CODE</b>	<b>FACILITY CODE</b>			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> P.L. 95-91 and Mutual Agreement
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.</b>	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	<u>2/6/08</u>	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	<u>2/7/08</u>

The purpose of this modification is to incorporate into the contract new rulemaking on research misconduct issued by the Department of Energy in June 2005. The new rules, effective July 28, 2005, are applicable to management and operating contracts that include research and development work. The new clause includes a flow-down requirement. This rule requires the following changes to the contract: 1) incorporate new clause I.155, 952.235-71 Research Misconduct (JUL 2005), into the contract; and 2) amend clause I.113, 970.5204-3 Access to and Ownership of Records (JUL 2005), to replace paragraph (b)(1).

All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

1) Clause I.155, 952,235-71 Research Misconduct (JUL 2005) is incorporated into the contract:

**“I.155 952.235-71 RESEARCH MISCONDUCT (JUL 2005)**

- (a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.
- (b) Unless otherwise instructed by the contracting officer, the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:
  - (1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;
  - (2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
  - (3) Inform the contracting officer if an initial inquiry supports a formal investigation and, if requested by the contracting officer thereafter, keep the contracting officer informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the contractor

will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor's adjudicating official, and the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

- (c) The Department may elect to act in lieu of the contractor in conducting an inquiry or investigation into an allegation of research misconduct if the contracting officer finds that:
- (1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;
  - (2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;
  - (3) DOE involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or,
  - (4) The allegation involves possible criminal misconduct.
- (d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Department, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:
- (1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.
  - (2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be



separate organizationally from the element that conducted the inquiry or investigation.

- (3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication should be complete within 60 days of receipt of the record of investigation.
  - (4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.
  - (5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the contracting officer. The contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.
- (e) DOE reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor's good faith administration of this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If DOE pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) Definitions.

Adjudication means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

Fabrication means making up data or results and recording or reporting them.

Falsification means manipulating research materials, equipment, or processes,

or changing or omitting data or results such that the research is not accurately represented in the research record.

*Finding of Research Misconduct* means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

*Inquiry* means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

*Investigation* means the formal examination and evaluation of the relevant facts.

*Plagiarism* means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

*Research* means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

*Research Misconduct* means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

*Research record* means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

- (g) By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.
- (h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.”

- 2) Clause I.113, 970.5204-3 Access to and Ownership of Records, is amended to reflect the July 2005 version of said clause by replacing paragraph (b)(1) as follows:

**I.113 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**

- (b)
  - “(1)Employment-related records (such as workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records

generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.”

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   3
<b>2. AMENDMENT/MODIFICATION NO.</b> M180	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b> <b>CODE</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
<b>CODE</b>		<b>FACILITY CODE</b>	<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> P.L. 95-91 and Mutual Agreement

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b> 3/26/2008	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b> 3/31/08
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)		BY <u>Mark A. Million</u> (Signature of Contracting Officer)	

The purpose of this modification is to incorporate into the contract the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The executive order sets goals in the areas of energy efficiency, acquisition, renewable energy, toxics reductions, recycling, renewable energy, sustainable buildings, electronics stewardship, motor vehicle fleets, and water conservation. Department of Energy Acquisition Letter 2007-12, effective September 20, 2007, mandates that existing Management and Operating contracts be modified to include the language reflected in (e)(3) below. The previous (e)(3) section of contract clause C-4, Statement of Work, has been renumbered to (e)(4) in this modification. All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

Subsection (e), Other Activities, of contract clause C-4, Statement of Work (SOW), is deleted in its entirety and replaced with the following:

(e) Other Activities

- (1) The Contractor shall manage facilities and resources to optimize the effectiveness of operations in support of the DOE mission. The Contractor shall maintain critical skill mixes and resources at the Laboratory. The Contractor should perform make/buy analyses on work functions that may be inefficient and determine options for improvement. The Contractor shall examine Laboratory operations to consolidate work efforts, eliminate duplication of scientific effort, identify underutilized facilities, and reduce operational costs. Site planning activities shall be conducted by the Contractor proactively addressing concerns of DOE, regulatory agencies, and stakeholder groups.
- (2) The Contractor shall support DOE/ORO in its responsibilities for land use planning and land management activities and natural resources management for the DOE Oak Ridge Reservation, which consists of 33749 acres of federally-owned land. The Contractor's responsibilities are land and facility planning for the Laboratory site, coordinating and conducting research and its associated operational and maintenance activities within the National Environmental Research Park (NERP).
- (3) The contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objective in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its Site Plan (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private

sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

- (4) In addition to the services specifically described in other provisions of this SOW, the Contractor shall perform services as DOE and the Contractor shall agree in writing that will be performed from time to time under this contract as Oak Ridge or elsewhere, as follows:
  - (i) Services incidental or related to the services described in other provisions of this SOW.
  - (ii) Services, using existing facilities and capabilities, for other federal agencies and nonfederal entities in accordance with policies and procedures established by DOE.
  - (iii) Services, using existing or enhanced facilities and capabilities, for the Nuclear Regulatory Commission (NRC), under agency agreements between NRC and DOE.
  - (iv) Services in support of ORO programs when the work involved has been determined by DOE to be within the unique capabilities of the Contractor or when the work involved has been determined by DOE to be within the special scientific and technical capabilities of the Contractor and the urgent need for the services precludes acquiring them from another source.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. M183	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13)  October 18, 1999	
CODE	FACILITY CODE			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-32 attached hereto.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR  BY <u>GL Turner</u> (Signature of person authorized to sign)	15C. DATE SIGNED  4/18/08	16B. UNITED STATES OF AMERICA  BY <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED  4/18/08

DOE Form  
(04/1991)

RCN No. OR-32

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I-140, Laws,  
Regulations, and DOE Directives (JUN  
1997), DEAR 970.5204-78

DATE OF CONTRACT: April 1, 2000

This Requirements Change Notice (RCN) No. OR-32 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

EXECUTIVE SUMMARY OF DIRECTIVE CHANGES

ADDITIONS:

DOE O 153.1

DELETIONS:

ORO O 470, Chapter I, Change 3      DOE O 1350.1, Change 1

EXTENSIONS:

UPDATES:

S/RID Emergency Management, Change 10

WSS Set 2, Change 19

WSS Set 7, Change 18


IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):

DOE STD-1090-2004, Implementation Plan, closed

ADMINISTRATIVE CORRECTION:

DOE AUTHORIZING SIGNATURE:

DATE:

  
Johnny O. Moore, Contracting Officer's Representative

3/24/08



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 10/14/2006.				
<b>DOE O 153.1</b>	<b>06/27/2007</b>	<b>Departmental Radiological Emergency Response Assets</b>		<b>ES&amp;H-related Directive included in S/RID. See Footnote (2).</b>
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan submitted to DOE on 11/15/2007.				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
Compliance Line: Implementation Plan submitted to DOE on 10/11/2007.				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				

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<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
DOE O 221.2	03/22/2001	Cooperation With The Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		

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**Baseline List of**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 12/08/2006.				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan, Revision 1, submitted to DOE on 09/20/2007 for DOE O 420.1B, Attachment 2, Chapter III.				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2A	04/15/2002	Departmental Energy and Utilities Management		
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).

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**Required Compliance Documents**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1	05/15/2000	Protection of Human Subjects		
DOE O 450.1	01/15/2003	Environmental Protection Program	1 01/03/2007	ES&H-related Directive included in WSS. See Footnote (2). This DOE Order is Administrative Change 1.
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved on 05/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/06.				
DOE M 470.4-4	08/26/2005	Information Security	1 06/29/2007	
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.

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**Baseline List of**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.2-3A	07/11/2002	Special Access Program (SAP) Policies, Responsibilities, and Procedures Manual		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).

Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

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**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

**ORO Directives may be found at the following address:**

[http://www.ornl.gov/doe\\_oro\\_dmg/orchklst.htm](http://www.ornl.gov/doe_oro_dmg/orchklst.htm)

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	5 06/24/2007	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	5 05/08/2007	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	4 11/16/2006	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	2	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>ORO Directives may be found at the following address:</b> <a href="http://www.ornl.gov/doe_oro_dmg/orchklst.htm">http://www.ornl.gov/doe_oro_dmg/orchklst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
			04/13/2007	
ORO O 420, Chapter XVI	08/28/2006	Fire Protection		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	5 04/24/2007	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	5 05/18/2007	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	5 03/08/2007	
ORO O 530, Chapter III	06/18/1996	Accounting	6 02/06/2007	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization,	2 01/22/2007	



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<b><a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></b>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	57 09/20/2007	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	<b>19</b> <b>12/20/2007</b>	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	18 04/16/2007	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	17 04/16/2007	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	<b>18</b> <b>02/29/2008</b>	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	<b>10</b> <b>12/11/2007</b>	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. M184	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE				

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) Clause I.152 970.5243-1 Changes. (DEC 2000)(Deviation) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	15C. DATE SIGNED 5/30/08	16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 5/30/08

The purpose of this modification is to advise you of the following changes in 10 CFR 707 which is invoked by DEAR 970.5223-4: 1) the definition of Testing Designated Positions now includes all contractor personnel with security clearances, 2) the percentage of personnel to be randomly tested on an annual basis has been decreased from 50% to 30%, and 3) a Workplace Substance Abuse Program plan or revision should be submitted within 30 days from receipt of this notice. See DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites clause and DEAR 970.5243-1 Changes clause of this contract. Applicants for Testing Designated Positions are also subject to drug testing. The modification also includes a correction to subsection (a)(2) of clause I.152, 970.5243-1 CHANGES. (DEC 2000) (DEVIATION). There are no other changes to contract terms and conditions.

Therefore, the contract is modified as follows:

Subsection (a)(2) of clause I.152, 970.5243-1 CHANGES. (DEC 2000) (DEVIATION) is deleted in its entirety and replaced with the following:

(2) (*Deviation*) Services pursuant to mutual agreement under the provisions of paragraph (e)(4) of Section C-4, Statement of Work, of this contract shall be performed without additional fee unless DOE and the contractor shall mutually agree in writing that they will constitute a material increase in the level of the contractor's management effort under this contract, in which event the parties hereto will negotiate in good faith to agree upon an equitable fee for such additional services. Failure of the parties so to agree shall constitute a dispute within the meaning of the clause entitled "Disputes".

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. M185	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) October 18, 1999	
CODE	FACILITY CODE			

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer	
15B. CONTRACT/OFFEROR BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	15C. DATE SIGNED 5/30/08	16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 6/16/08

The purpose of this modification is to: (1) incorporate into the contract special terms and conditions related to the ITER Project, (2) modify the Statement of Work to reflect the Contractor's Project Management responsibilities in relation to the ITER Project, and (3) reflect the inclusion of Appendix H, Annex on Information and Intellectual Property, to the contract. All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

1) Clause **H-47, DOE ITER Program (Apr 2008)** is incorporated into the contract:

**“H-47 DOE ITER Program (Apr 2008)**

a. With respect to the DOE ITER Program, the Contractor will:

- (1) Pursuant to direction from DOE in its role as the Domestic Agency head for the United States and in accordance with provisions of the Joint Implementation Agreement signed on November 21, 2006, as may be amended (hereinafter, “ITER Agreement”) and related documents, manage the U.S. contributions to the international ITER Project by establishing and managing the U.S. ITER Project Office at the Oak Ridge National Laboratory.
- (2) Receive funding from DOE for U.S. ITER Program costs and manage these funds to meet U.S. obligations to the international ITER Project in accordance with the U.S. ITER Project Execution Plan and related/supporting documents.
- (3) Perform work required by the U.S. ITER Project Execution Plan and approved project baseline.
- (4) Execute necessary documents on behalf of the Domestic Agency that are consistent with the approved project baseline and needed for the day-to-day management of the project.

b. Reserved

c. Intellectual Property - In order to the implement the international ITER Agreement Annex on Information and Intellectual Property, Contractor agrees that:

- (1) It is subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement) with regard to work on the ITER project. Specifically, and without limitation, subject inventions

and data produced in the performance of this contract and subcontracts related to the ITER project are subject to the license rights and other obligations provided for in the ITER Agreement's Annex on Information and Intellectual Property (the Annex) attached as Appendix H of this contract.

- (2) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use its best efforts to identify Background Intellectual Property (including patents and data) and grant a nonexclusive license in certain Background Intellectual Property to the Parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE.
- (3) In accordance with the Annex, intellectual property generated by Contractor employees who are designated as seconded staff to the ITER Organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondment agreement with the ITER Organization.
- (4) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver, at a minimum, to DOE, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliance with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement.
- (5) It will include the ITER patent and data rights clauses transmitted to the Contractor from the U.S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected

to be produced or in subcontracts that contain a requirement for production or delivery of data.

- d. Foreign assignments, in support of the ITER Project, are governed by the U.S. ITER Long-Term Foreign Assignment Relocation Policy. The Policy was approved by DOE to provide an equitable and uniform approach to the long-term (greater than one year) foreign assignment of personnel in support of the ITER Project.
- e. DOE has developed a set of human resource tools (R&R Toolbox) to facilitate the recruitment and retention of critical skills for major projects. The ITER project has been approved to utilize this toolbox for the recruitment and retention of personnel. (See Appendix A, 7.11)”

- 2) Subsection (c), Project Management, of clause **C-4, Statement of Work (SOW)** is deleted in its entirety and replaced with the following:

“The Contractor shall manage all facility engineering and construction efforts in a manner that allows completion of project objectives in a safe and environmentally sound manner within the planned schedule, cost, and technical baselines. Specifically, the contractor is expected to achieve all project deliverables associated with scientific facility upgrades, modernization and the ITER Project in accordance with DOE directives and requirements.”

- 3) Replace the table of contents page entitled **PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENT, SECTION J—LIST OF ATTACHMENTS** and attach **Appendix H** entitled “Annex on Information and Intellectual Property” to the contract.

**PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J—LIST OF ATTACHMENTS**

**Appendix A—Personnel Costs and Related Expenses**

**Appendix B—Key Personnel**

**Appendix C—Performance Guarantee Agreement**

**Appendix D—Annual Cost Estimate**

**Appendix E—Laws, Regulations, and DOE Directives**

List A—List of Applicable Laws and Regulations

List B—List of Applicable Directives

**Appendix F—Special Financial Institution Account Agreement**

**Appendix G—Corporate Citizenship**

**Appendix H—Annex on Information and Intellectual Property**



Annex on Information and Intellectual Property

*Article 1*

Subject Matter and Definitions

- 1.1 This Annex covers the dissemination, exchange, use and protection of information and intellectual property pertaining to protectable subject matter, in the execution of this Agreement. Unless otherwise provided, the terms used in this Annex shall have the same meaning as in this Agreement.
- 1.2 **Information** shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in paragraph 1.3 below.
- 1.3 **Intellectual Property** shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. For the purposes of this Annex, Intellectual Property may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and
- a) have been held in confidence by their owner,
  - b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents,
  - c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
  - d) are not available to the receiving party without an obligation concerning confidentiality.
- 1.4 **Background Intellectual Property** shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of this Agreement, or outside of the scope of this Agreement.
- 1.5 **Generated Intellectual Property** shall mean Intellectual Property that is generated or acquired with full ownership by a Member, acting through a Domestic Agency or Entity, or by the ITER Organization or jointly pursuant to and in the course of the performance of this Agreement.
- 1.6 **Improvements** shall mean any technological advancement to existing Intellectual Property, including derivative works.
- 1.7 **Entity or Entities** shall mean any entity with which a Domestic Agency or the ITER Organization has entered into a contract for the supply of goods or services for the purposes of this Agreement.

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Article 2

General Provisions

- 2.1. Subject to the provisions of this Annex, the Members support the widest possible dissemination of Generated Intellectual Property.
- 2.2. Each Member shall ensure that the other Members and the ITER Organization can obtain the rights to Intellectual Property allocated in accordance with this Annex. Contracts placed by each Member or the ITER Organization with any Entity shall be consistent with the provisions of this Annex. In particular, appropriate public procurement procedures must be followed by all Members and the ITER Organization in order to ensure compliance with this Annex.

The ITER Organization shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member and the ITER Organization shall ensure access for the ITER Organization and the other Members to inventions and other Intellectual Property generated or incorporated in the execution of the contracts provided that inventors' rights are respected, in conformity with this Annex.

- 2.3 This Annex does not alter or prejudice the allocation of rights between a Member and its nationals. Whether the rights concerning Intellectual Property shall be held by a Member or its nationals shall be determined as between themselves in accordance with their applicable laws and regulations.
- 2.4 If a Member generates or acquires full ownership of Intellectual Property in the course of the execution of this Agreement, the Member shall notify all other Members and the ITER Organization in a timely manner and provide details of such Intellectual Property.

Article 3

Dissemination of Information and Scientific Publications whether or not Copyrighted

Each Member shall be entitled, for non commercial uses, to translate, reproduce, and publicly distribute Information directly arising from the execution of this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

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Article 4

Intellectual Property Generated or Incorporated by a Member, a Domestic Agency or Entity

4.1. Generated Intellectual Property:

4.1.1 If protectable subject matter is generated by a Member, a Domestic Agency or Entity in the course of the execution of this Agreement, the Member, the Domestic Agency or Entity shall be entitled to acquire all rights, title and interest in all countries in and to such intellectual property according to applicable laws and regulations.

4.1.2 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Generated Intellectual Property to other Members and the ITER Organization, with the right of the ITER Organization to sub-license, and the right of the other Members to sub-license within their respective territory, for the purposes of publicly sponsored fusion research and development programmes.

4.1.3 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall make available on an equal and non-discriminatory basis a non-exclusive license to such Generated Intellectual Property to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which such Member licenses such Generated Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.1.4 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property pursuant to this Agreement is encouraged to enter into commercial arrangements with the other Members, Domestic Agencies, Entities and third parties in order to allow use of Generated Intellectual Property in fields other than fusion.

4.1.5 Members, and their Domestic Agencies or Entities, that license or sub-license Generated or Background Intellectual Property pursuant to this Annex, will maintain records of any such licensing, which records will be available to other Members, such as through the ITER Organization.

4.2. Background Intellectual Property:

4.2.1 Background Intellectual Property shall remain the property of the party that owns this intellectual property.

4.2.2 Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items provided to the ITER Organization which Background Intellectual Property is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement,

shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Background Intellectual Property to other Members and to the ITER Organization, with the right of the ITER Organization to sub-license and the right of Members to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programmes.

4.2.3. (a) Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item,
- when decided necessary by the Council, in advance of any public procurement, or
- for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that the ITER Organization has an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the ITER facilities.

(b) When confidential information is made available to the ITER Organization, it must be clearly marked so, and transmitted pursuant to an arrangement for confidentiality. The recipient of such information shall use it only for purposes set forth in 4.2.3 (a) and shall preserve its confidentiality to the extent provided in that arrangement. Compensation for damages arising from the misuse of such background confidential information by the ITER Organization shall be paid by the ITER Organization.

4.2.4. Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information such as know how or trade secrets into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or

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- when decided necessary by the Council, in advance of any public procurement,

shall use its best efforts to either grant a commercial license to such background confidential information or supply the same items incorporating the background confidential information to the receiving party by means of private contracts with financial compensation for publicly sponsored fusion research and development programmes of a Member on terms no less favorable than the basis upon which such Member licenses such background confidential information or supplies the same items to third parties within or outside such Member's own territory. As long as such terms have been offered, such license or supply of such item shall not be denied. The license, if granted, may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.5. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, including background confidential information, in the execution of this Agreement shall use its best efforts to make sure that the component incorporating the Background Intellectual Property is available on reasonable terms and conditions, or use its best efforts to grant on an equal and non-discriminatory basis a non-exclusive license to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory, on terms no less favorable than the basis upon which such Member licenses such Background Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

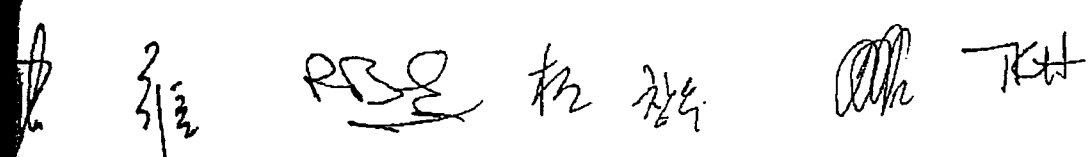
4.2.6. Any Member, acting through a Domestic Agency or Entity, is encouraged to make available for commercial purposes other than those set out in article 4.2.5. to the other Members, any Background Intellectual Property incorporated into the items provided to the ITER Organization which Background Intellectual Property was required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement.

Such Background Intellectual Property, if licensed by the owners to the Members, shall be licensed on an equal and non-discriminatory basis.

4.3. Licensing to Third Parties of Non-Members:

Any license on Generated Intellectual Property granted by the Members to third parties of non-Members shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

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Article 5

Intellectual Property Generated or Incorporated by the ITER Organization

5.1 Generated Intellectual Property:

5.1.1 Where intellectual property is generated by the ITER Organization, in the course of the execution of this Agreement, it shall be owned by the ITER Organization. The ITER Organization shall develop appropriate procedures for the recording, reporting and protection of the Intellectual Property.

5.1.2 Such intellectual property shall be licensed by the ITER Organization to the Members on an equal, non-discriminatory, irrevocable, non-exclusive, royalty-free basis, with the right of the Members to sub-license within their territory for the purpose of fusion research and development.

5.1.3 Generated Intellectual Property that has been developed or acquired by the ITER Organization in the course of the execution of this Agreement shall be licensed to the Members on an equal, non-discriminatory, non-exclusive basis for commercial use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Generated Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2. Background Intellectual Property:

5.2.1. Provided that it has the pertinent rights, when the ITER Organization incorporates Background Intellectual Property which is required:

- to construct operate, use or integrate technology for research and development in relation to the ITER facilities,
- to create improvements and derivative works,
- to repair and maintain the ITER facilities, or
- when decided necessary by the Council, in advance of any public procurement,

the ITER Organization shall make the necessary arrangements in order to sub-license that Background Intellectual Property on an equal and non-discriminatory basis by an irrevocable, non-exclusive, royalty-free license to the Members, with the right of the Members to sub-license within their respective territory for the purpose of fusion research and development. The ITER Organization shall make its best efforts to acquire the pertinent rights.

5.2.2. For Background Intellectual Property, including background confidential information, incorporated by the ITER Organization in the course of the execution of this Agreement, the ITER Organization shall use its best efforts to make available on an equal and non-discriminatory basis a non-exclusive license to the Members for commercial fusion use, with the right to sub-license for such use by such Members'

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own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Background Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2.3. The ITER Organization shall use its best efforts to make available to the Members any Background Intellectual Property, including background confidential information, for purposes other than those set out in article 5.2.2. Such Background Intellectual Property, if licensed by the ITER Organization to the Members, shall be licensed on an equal and non-discriminatory basis.

5.3 Licensing to third parties of a non-Member:

Any license granted by the ITER Organization to third parties of a non-Member shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

#### Article 6

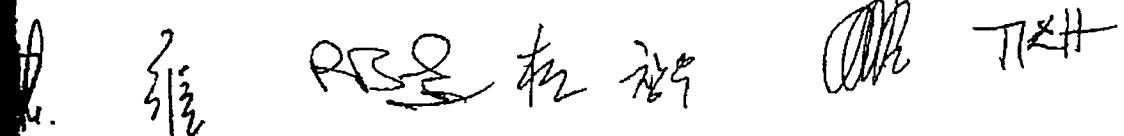
##### Intellectual Property Generated by the ITER Organization's Staff and other Researchers

- 6.1. Intellectual Property generated by directly employed and seconded staff of the ITER Organization shall be owned by the ITER Organization and treated in corresponding employment contracts or regulations consistent with the provisions set out herein.
- 6.2. Intellectual Property generated by visiting researchers who are participating in the activities of the ITER Organization through an arrangement with the ITER Organization for undertaking specific activities and who are directly involved in general programmes of the ITER Organization exploitation, shall be owned by the ITER Organization unless otherwise agreed by the Council.
- 6.3. Intellectual Property generated by visiting researchers not involved in general programmes of the ITER Organization exploitation shall be subject to an arrangement with the ITER Organization pursuant to conditions established by the Council.

#### Article 7

##### Protection of Intellectual Property

- 7.1. When a Member acquires or seeks protection for Generated Intellectual Property developed or acquired by that Member, such Member shall notify in a timely manner and provide details of such protection to all other Members and to the ITER Organization. If a Member decides not to exercise its right to seek protection for Generated Intellectual Property in any country or region, it shall notify the ITER Organization in a timely manner of its decision, and the ITER Organization may then seek to obtain such protection either directly or via the Members.

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a signature in the middle, and initials on the right.

- 7.2. For Generated Intellectual Property developed or acquired by the ITER Organization, the Council shall adopt, as soon as practicable, appropriate procedures for the reporting, protection and recording of such Intellectual Property for example through the creation of a database to which the Members may have access.
- 7.3. In the event of a joint creation, the participating Members and/or the ITER Organization shall have the right to seek to obtain in co-ownership Intellectual Property in any State they choose.
- 7.4. There shall be co-ownership of Intellectual Property when created by two or more Members or by one or more Members together with the ITER Organization and when the features of such intellectual property are not capable of being separated for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right. In such a case the joint creators shall agree among themselves by means of a co-ownership arrangement on the allocation of and the terms of exercising the ownership of the said Intellectual Property.

#### *Article 8*

##### Decommissioning

- 8.1. For the decommissioning phase after the transfer of the facilities to the Host State, the Host Party shall provide to the other Members all relevant information, whether published or not, generated or used during the decommissioning of the ITER facilities.
- 8.2. Intellectual Property generated by the Host State during the decommissioning phase shall not be affected by this Annex.

#### *Article 9*

##### Termination and Withdrawal

- 9.1. The Council shall, as necessary, address any issues relating to the termination of this Agreement or the withdrawal of a Party in so far as they relate to Intellectual Property, that are not fully addressed in this Agreement.
- 9.2. The Intellectual Property rights conferred and obligations imposed upon the Members and the ITER Organization by the provisions of this Annex, in particular all granted licenses, shall subsist after the termination of this Agreement, or after the withdrawal of a Party.

#### *Article 10*

##### Royalties

Royalties received from the licensing of Intellectual Property by the ITER Organization shall be a resource of the ITER Organization.



*Article 11*

Settlement of Disputes

Any dispute arising out of or in connection with this Annex shall be settled in accordance with Article 25 of this Agreement.

*Article 12*



Awards to Inventors


The Council shall determine appropriate terms and conditions for the remuneration of the Staff when such Staff generates Intellectual Property.

*Article 13*

Liability

When negotiating license arrangements, the ITER Organization and the Members shall, as appropriate, include suitable provisions governing their respective liabilities, rights and obligations arising from the execution of those license arrangements.

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO.</b> M189	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8758	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
<b>CODE</b>		<b>FACILITY CODE</b>	<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-112 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-33 attached hereto.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	<u>7/9/08</u>	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	<u>7/14/08</u>

DOE Form (04/1991)		RCN No. OR-33									
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 11									
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee									
CONTRACTOR: UT-Battelle, LLC											
CONTRACT NO.: DE-AC05-00OR22725, Clause 1-140, Laws, Regulations, and DOE Directives (JUN 1997). DEAR 970.5204-78		DATE OF CONTRACT: April 1, 2000									
<p>This Requirements Change Notice (RCN) No. OR-33 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></p> <p><u>ADDITIONS:</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">DOE O 443.1A</td> <td style="width: 25%;">DOE O 341.1A</td> <td style="width: 25%;">DOE O 221.2A</td> <td style="width: 25%;">DOE O 430.2B</td> </tr> </table> <p><u>DELETIONS:</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">DOE O 443.1</td> <td style="width: 25%;">DOE M 471.2-3A</td> <td style="width: 25%;">DOE O 221.2</td> <td style="width: 25%;">DOE O 430.2A</td> </tr> </table> <p><u>EXTENSIONS:</u></p> <p><u>UPDATES:</u></p> <p><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u>  DOE O 205.1A, Implementation Plan, approved  DOE O 151.1C, Implementation Plan, closed  DOE O 430.2B, Implementation Plan, to be submitted  DOE O 414.1C, Implementation Plan, Revision 2, submitted</p> <p><u>ADMINISTRATIVE CORRECTION:</u></p>				DOE O 443.1A	DOE O 341.1A	DOE O 221.2A	DOE O 430.2B	DOE O 443.1	DOE M 471.2-3A	DOE O 221.2	DOE O 430.2A
DOE O 443.1A	DOE O 341.1A	DOE O 221.2A	DOE O 430.2B								
DOE O 443.1	DOE M 471.2-3A	DOE O 221.2	DOE O 430.2A								
DOE AUTHORIZING SIGNATURE:		DATE:									
<i>M. G. Branta</i> for Johnny O. Moore, Contracting Officer's Representative		6/25/08									

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3	06/18/2004	Unclassified Foreign Visits and Assignments Program		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 153.1, Attachment 2 (with the exception of Sections 3, 4, 5, 7, 11, and 13 which are not applicable)	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Telecommunications Security Manual		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan submitted to DOE on 11/15/2007.				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.

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**Baseline List of**  
**Required Compliance Documents**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
<b>Compliance Line: Implementation Plan approved by DOE on 03/27/2008.</b>				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.</b>				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1	03/22/2001	Reporting Fraud, Waste, and Abuse To The Office of Inspector General		
<b>DOE O 221.2A</b>	<b>02/25/2008</b>	<b>Cooperation with the Office of Inspector General</b>		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	

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**Required Compliance Documents**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
<b>DOE O 341.1A, Att. 1, Sect. 1.a., 1.b., 2.a.(1), 2.a.(4)(a), 2.a.(4)(c) and 2.a.(4)(g) and Sect. 2.a.(4)(d) (see implementation assumption)</b>	<b>10/18/2007</b>	<b>Federal Employee Health Services</b>		<b>Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)</b>
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan, Revision 2, submitted to DOE 05/22/2008.</b>				

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**Required Compliance Documents**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan, Revision 1, submitted to DOE on 09/20/2007 for DOE O 420.1B, Attachment 2, Chapter III.				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
<b>DOE O 430.2B</b>	<b>02/27/2008</b>	<b>Departmental Energy, Renewable Energy and Transportation Management</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE by 07/15/2008.</b>				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1	07/09/1999	Radioactive Waste Management		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).

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**Baseline List of**  
**Required Compliance Documents**  
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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
<b>DOE O 443.1A</b>	<b>12/20/2007</b>	<b>Protection of Human Subjects</b>		
DOE O 450.1	01/15/2003	Environmental Protection Program	1 01/03/2007	ES&H-related Directive included in WSS. See Footnote (2). This DOE Order is Administrative Change 1.
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3A	11/29/2005	Design Basis Threat Policy		
Compliance Line: Implementation Plan approved on 05/05/2006.				
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/2006.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
DOE M 470.4-3	08/26/2005	Protective Force	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/2006.				
DOE M 470.4-4	08/26/2005	Information Security	1 06/29/2007	
DOE M 470.4-5	08/26/2005	Personnel Security		



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

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<http://www.directives.doe.gov/>

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1B	08/19/2003	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		

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**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE-STD-1090-2004	06/01/2004	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

**ORO Directives may be found at the following address:**

[http://www.ornl.gov/doe\\_oro\\_dmg/orchklst.htm](http://www.ornl.gov/doe_oro_dmg/orchklst.htm)

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	5 06/24/2007	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	5 05/08/2007	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	4	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

**ORO Directives may be found at the following address:**

[http://www.ornl.gov/doe\\_oro\\_dmg/orchklst.htm](http://www.ornl.gov/doe_oro_dmg/orchklst.htm)

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
			11/16/2006	
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	2 04/13/2007	
ORO O 420, Chapter XVI	08/28/2006	Fire Protection		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	5 04/24/2007	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	5 05/18/2007	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	5 03/08/2007	
ORO O 530, Chapter III	06/18/1996	Accounting	6 02/06/2007	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization,	2 01/22/2007	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs) can be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	57 09/20/2007	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	19 12/20/2007	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	18 04/16/2007	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	17 04/16/2007	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	18 02/29/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	8 06/21/2006	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	10 12/11/2007	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 199		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 09SC000366	
5. PROJECT NO. (If applicable) 71		6. ISSUED BY CODE 00518 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) CODE 00518 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$22,222,460.49

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

E. IMPORTANT: Contractor  is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,649,321,523.24. This represents an increase of \$22,222,460.49, from \$8,627,099,062.75 to \$8,649,321,523.24."

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MARK A. MILLION	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	01/29/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/199

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY</p> <p>Line item value is: \$8,649,321,523.24</p> <p>Incrementally Funded Amount: \$8,649,321,523.24</p> <p style="text-align: center;">MAM 1/29/09</p>			8,649,321,523.24	



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 200	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			


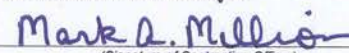
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.	

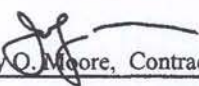
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Subj to Retent: N

The purpose of this modification is to revise Appendix E by incorporating Requirements Change Notice No. OR-35 attached hereto. Requirement Change Notice No. OR-35 covers the period of September 1, 2008 through November 30, 2008.

Period of Performance: 04/01/2000 to 03/31/2010

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/12/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/17/09



DOE Form (04/1991)		RCN No. OR-35	
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 11	
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee	
CONTRACTOR: UT-Battelle, LLC			
CONTRACT NO.: DE-AC05-00OR22725, Clause I-112, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2005	
<p>This Requirements Change Notice (RCN) No. OR-35 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p>			
<b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b>			
<b><u>ADDITIONS:</u></b>			
DOE O 150.1	DOE O 435.1, Change 1	DOE M 435.1-1, Change 1	DOE M 142.2-1
DOE N 234.1	DOE M 205.1-5	DOE O 470.3B	
<b><u>DELETIONS:</u></b>			
DOE O 435.1	DOE M 435.1-1	DOE O 470.3A	
<b><u>EXTENSIONS:</u></b>			
<b><u>UPDATES:</u></b>			
WSS Set 1, Change 61			
WSS Set 1, Change 62			
WSS Set 9, Change 9			
<b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b>			
DOE M 205.1-5, Implementation Plan, to be submitted			
DOE O 110.3A, Implementation Plan, Revision 1, approved			
DOE O 150.1, Implementation Plan, to be submitted			
DOE O 414.1C, Implementation Plan, Revision 3, approved			
DOE O 450.1A, Implementation Plan, submitted			
<b><u>ADMINISTRATIVE CORRECTION:</u></b>			
DOE AUTHORIZING SIGNATURE:		DATE:	
 Johnny O. Moore, Contracting Officer's Representative		1/8/09	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE 10/03/2008.</b>				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	<b>Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency</b>		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	<b>Continuity Programs</b>		
<b>Implementation Plan to be submitted to DOE after receipt of official DOE direction.</b>				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Public Key Cryptography and Key Management		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		

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<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan submitted to DOE on 11/15/2007.				
<b>DOE M 205.1-5</b>	<b>08/12/2008</b>	<b>Cyber Security Process Requirements Manual</b>		
<b>Implementation Plan to be submitted to DOE 01/02/2009.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
Compliance Line: Implementation Plan approved by DOE on 03/27/2008.				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		

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<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
<b>DOE N 234.1</b>	<b>02/27/2008</b>	<b>Reporting of Radioactive Sealed Sources</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b>
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE M 251.1-1B	08/16/2006	Departmental Directives Program Manual		
DOE O 251.1B	08/16/2006	Departmental Directives Program		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1A	04/18/2002	Management Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE M 413.3-1, except Chapters 1 through 3	03/28/2003	Project Management for the Acquisition of Capital Assets		
DOE O 413.3A	07/28/2006	Program and Project Management for the Acquisition of Capital Assets		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.</b>				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan, Revision 1, approved by DOE on 07/30/2008 for DOE O 420.1B, Attachment 2, Chapter III. Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV. Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
<b>Compliance Line: Implementation Plan approved by DOE on 08/20/2008.</b>				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.</b>				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	ES&H-related Directive included in WSS. See Footnote (2).

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan submitted to DOE on 11/10/2008.</b>				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 08/28/2006.</b>				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 04/10/2007.</b>				
DOE M 470.4-3, Change 1	08/26/2005	Protective Force	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 08/28/2006.</b>				

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<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 470.4-4	08/26/2005	Information Security	1 06/29/2007	
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>ORO Directives</b> <b>may be found at the following address:</b> <a href="http://www.ornl.gov/doe/doe_oro_dmg/oro_chkfst.htm">http://www.ornl.gov/doe/doe_oro_dmg/oro_chkfst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 130, Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure by Congress to Enact Appropriations	5 06/24/2007	
ORO O 150, Chapter I	09/30/1996	Comprehensive Emergency Management System	6 04/22/2004	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 150, Chapter IV	05/31/1996	Radiological Assistance Program, (RAP)	3 02/08/2001	ES&H-related Directive included in S/RID. See Footnote (2).
ORO O 220, Chapter II	09/30/1996	Cooperation with the Office of Inspector General	4 09/06/2005	
ORO O 220, Chapter III	05/31/1996	Establishment of Management Decisions on Office of Inspector General Reports	5 05/02/2006	
ORO O 220, Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	4 04/29/2005	
ORO O 220, Chapter VII	05/31/1996	Audit Resolution and Follow-up	5 05/08/2007	
ORO O 250, Chapter I	08/13/1996	ORO Standards Management Program Overview	5 04/18/2006	
ORO O 250, Chapter II	08/13/1996	ORO Directives System	6 04/18/2006	
ORO O 250, Chapter IV	08/13/1996	Impact Assessments	4 04/18/2006	
ORO O 250, Chapter V	08/13/1996	Development, Approval, and Maintenance of Work Smart Standards Sets	6 04/18/2006	
ORO O 250, Chapter VI	09/30/1996	Implementation Plans and Exemption Requests	5 04/18/2006	
ORO O 250, Chapter VII	08/13/1996	Maintenance of Standards/Requirements Identification Documents	4 04/18/2006	
ORO O 250, Chapter VIII	04/27/2001	Requirements Change Notices	2 04/18/2006	
ORO O 250, Chapter X	10/31/2003	DOE Directives System	1 04/18/2006	
ORO O 350, Chapter III	05/09/2006	Federal Labor Standards	4 05/09/2006	
ORO O 410, Chapter I	09/24/1996	Work Authorization	3 01/12/2004	
ORO O 410, Chapter II	05/31/1996	Management of Nuclear Materials	4 11/16/2006	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

<b>ORO Directives</b> <b>may be found at the following address:</b> <a href="http://www.ornl.gov/doe/doe_oro_dmg/oro_chklst.htm">http://www.ornl.gov/doe/doe_oro_dmg/oro_chklst.htm</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
ORO O 420, Chapter XI	04/04/2000	Authorization Agreements	2 04/13/2007	
ORO O 420, Chapter XVI	08/28/2006	Fire Protection		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
ORO O 430, Chapter II	06/14/1996	Energy and Utilities Management	4 08/21/2006	
ORO O 440, Chapter V	09/30/1996	Employee Concerns Management System	5 04/24/2007	
ORO O 470, Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	5 05/18/2007	
ORO O 470, Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	5 03/08/2007	
ORO O 530, Chapter III	06/18/1996	Accounting	6 02/06/2007	
ORO O 550, Chapter II	09/26/2001	Foreign Travel Authorization,	2 01/22/2007	

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs) can be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>62</b> 10/30/2008	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	<b>9</b> <b>06/26/2008</b>	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	10 12/11/2007	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 71 <b>MM</b>
2. AMENDMENT/MODIFICATION NO. 201	3. EFFECTIVE DATE 02/24/2009	4. REQUISITION/PURCHASE REQ. NO. 09SC000651	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$28,081,657.13

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,677,403,180.37. This represents an increase of \$28,081,657.13, from \$8,649,321,523.24 to \$8,677,403,180.37."  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

**MM** Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 2/24/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21 MAM
2. AMENDMENT/MODIFICATION NO. 202	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC000677	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$846,666.76

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$8,678,249,847.13. This represents an increase of \$846,666.76, from \$8,677,403,180.37 to \$8,678,249,847.13."  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

*MAM* Continued

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Mark A. Million</i> (Signature of Contracting Officer)	2/26/09



NOT SPECIFIED /OTHER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   19
2. AMENDMENT/MODIFICATION NO. 203	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	P.L. 95-91 and Mutual Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
The purpose of this modification is to revise the contract to incorporate the clause H.999, Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (FEB 2009), as follows:  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/11/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/11/09

NSN 7540-01-152-8070  
Previous edition unusable

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



## **H.999 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (FEB 2009)**

### Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the inspector general.

### Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.



Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

#### A. Flow Down Provision

Contractors must include this clause in every subcontract.

#### B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

#### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm> .



#### E. Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

#### G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

*Note: The following paragraphs, H, I, and J, are in effect until the FAR is modified to implement these provisions of the Recovery Act. The Contractor agrees that the Contracting Officer may unilaterally modify the contract to incorporate the FAR clauses that implement the Recovery Act. The following paragraphs will no longer be valid and the contract will be considered modified to add the new FAR provisions and clauses in Section I.*

#### H. American Recovery and Reinvestment Act-Reporting Requirements

(a) Definitions. As used in this clause -

"First-tier Subcontract" means a subcontract awarded directly by a Federal government prime contractor funded by the Recovery Act.

"Jobs Created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Jobs retained" means an estimate of those previously existing unfilled positions that are filled as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year,"



consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Total Compensation" means the complete pay package of contractor employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

(b) This contract requires products and/or services which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor that receives contracts from a Federal agency under the Recovery Act to report on use of funds.

(c) Reporting starts with the later of the first calendar quarter in which the contractor invoices the Government for work funded by Recovery funds, or the second calendar quarter of 2009. Reporting is required not later than 10 days after the end of each calendar quarter. The Contractor shall report the following information, using the online reporting tool available at TBD. If the tool is not available when the contractor's report is due, the contractor shall maintain the data necessary to report for that quarter when the tool becomes available or submit the report in hard or soft copy if required by the Contracting Officer.

(1) the amount of recovery funds invoiced by the contractor, cumulative since the beginning of the contract;

(2) a detailed list of all services performed or supplies delivered for which the contractor has invoiced, including –

(i) project title, if any;

(ii) a description of the project;

(iii) an assessment of the contractor's progress towards the completion of the requirements of the contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(iv) an estimate of the number of jobs created by the project, in the United States and outlying areas; and

(v) an estimate of the number of jobs retained by the project, in the United States and outlying areas. A job cannot be reported as both created and retained.

(3) the Government contract number.

(4) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded if –

(i) in the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities



Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(5) detailed information on any first-tier subcontract over \$25,000, where the subcontractor is not an individual, awarded by the contractor, funded under the Recovery Act, to include the following:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and of the subcontractor's parent company, if any.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System code.
- (vi) Funding agency.
- (vii) A description of the product or service to be provided under the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor physical address including street address, city, state and nine-digit zip code and congressional district if in the United States.
- (x) Subcontract primary performance location including street address, city, state and nine-digit zip code and congressional district if in the United States.
- (xi) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the subcontract is awarded if –
  - (i) entity in the subcontractor's preceding fiscal year, the subcontractor received --
    - (A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986,

(Note: the information in paragraphs (i) through (x) are not required to be reported for any contractor or first-tier subcontractor whose gross income did not exceed \$300,000 in the previous tax year will not have to report subcontracts.

(6) For subcontracts under \$25,000 or any subcontracts awarded to an individual, the total number of subcontracts awarded in the quarter and their total dollar amount.

#### I. Audit and Records—Negotiation

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.



(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's [or any subcontractors'] directly pertinent records involving transactions related to this contract or a subcontract hereunder [and to interview any current employee regarding such transactions.]

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this



clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### J. Buy American

[When using funds appropriated under the American Recovery and Reinvestment Act for construction, use clauses J.XX, J.YY, J.ZZ, or J.WW. Use J.XX and J.YY for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States under \$7,443,000 and J.ZZ and J.WW for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States and over \$7,443,000.]

J.XX Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act —Construction Materials.

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and



that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

(b) *Domestic preference.*

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5),) by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

[*Contracting Officer to list applicable excepted materials or indicate “none”*]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;<sup>1</sup>

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

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<sup>1</sup> The contracting officer would have to compare the offered price using foreign material to the price if all domestic material were used, based on the information provided by the offeror. If it does not increase the overall price by more than 25%, then it is not allowed. Offeror must then provide domestic.



(iii) The application of the restriction of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials

cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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*Item 1:*



Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

J.YY Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials.

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” and “steel,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-XX).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the American Recovery and Reinvestment Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price—

(i) 25% of the offered price, if foreign iron, steel, or other manufactured goods used as construction material; and

(ii) 6% of the value of foreign unmanufactured construction material included in the offer.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.



(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-XX, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-XX for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-XX does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding;
- or
- (ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (DATE).* As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX.

J.ZZ Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials under Trade Agreements.

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

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction



material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—



- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States;

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material other than iron and steel; and

(iii) The WTO GPA and Free Trade Agreements (FTAs). Therefore, the restrictions of section 1605 American Recovery and Reinvestment Act and the Buy American Act are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.



(c) *Request for determination of inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials

cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies, use of foreign construction material other than that permitted by trade agreements is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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*Item 1:*

Foreign construction material

\_\_\_\_\_

Domestic construction material \_\_\_\_\_

*Item 2:*

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site].*

(End of clause)



*Alternate I (DATE)*. As prescribed in 25.1102(e), add the following definition of “Bahrainian or Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian or Mexican construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain or Mexico; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials*. (1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5),), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States;

(ii) The Buy American Act (41 U.S.C. 10a - 10d), by providing a preference for unmanufactured domestic construction material other than iron and steel; and

(iii) The WTO GPA and Free Trade Agreements (FTAs) except NAFTA and the Bahrain FTA. Therefore, the restrictions of section 1605 of the American Recovery and Reinvestment Act and the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

J.WW Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials under Trade Agreements.

(a) *Definitions*. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-ZZ1).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the section 1605 of the American Recovery and Reinvestment Act or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.



(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price—

(i) 25% of the offered price, if foreign iron, steel, or other manufactured goods used as construction material; and

(ii) 6% of the value of foreign unmanufactured construction material included in the offer.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding;  
or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (DATE).* As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ.

*Alternate II (DATE)*. As prescribed in 25.1102(e), add the definition of “Bahrainian or Mexican construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers*. (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	21
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
206	See Block 16C	09SC001014		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		
CODE 099114287		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 11) 10/18/1999		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$70,568,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery::TAS::89 0227

See Page 3.

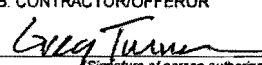
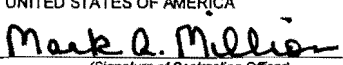
FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

Change Item 00001 to read as follows (amount shown is the total amount):

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 4/2/09	16C. DATE SIGNED 4/2/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/206	2	21

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$8,820,069,260.53				

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the purpose of funding activities associated with the Melton Valley Support Facility GPP project in the amount of \$10,000,000 and the Modernization of Laboratory Facilities line item construction project in the amount of \$60,568,000.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$70,568,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$8,749,501,260.53 to \$8,820,069,260.53.
- C. The specific work funded by this modification is described in the attached Work Authorization (Work Authorization Tracking No. 131548).
- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, Pub. L. 111-5, and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in paragraphs E through H below. The funds obligated hereunder shall only be used to accomplish the work as set forth in paragraph C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. **Section E - Inspection and Acceptance** is amended as follow:

Clause **E-2, Inspection and Acceptance of Recovery Act Project Work**, is hereby incorporated into the contract (applicable only to the Recovery Act work):

**E-2 Inspection and Acceptance of Recovery Act Project Work (APR 2009)**

- (a) Access –
  - i. The Comptroller General and his representatives are authorized to examine any records of the Contractor or any of its subcontractors that involve transactions relating to the Contract or subcontract and to interview any officer or employee of the Contractor or any of its subcontractors, regarding such transactions.
  - ii. Any representative of an appropriate inspector general is authorized to examine any records of the Contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or subcontractor regarding such transactions.
  - iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the Contractor and any of its subcontractors, and the right to interview any

officer or employee of the contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

(b) Certification –

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

G. **Section G - Contract Administration Data** is amended as follows:

Clause **G-3, Cost Reporting Requirements Involving Recovery Act Project Work**, is hereby incorporated into the contract (applicable only to the Recovery Act work):

**G-3 Cost Reporting Requirements Involving Recovery Act Project Work (APR 2009)**

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the work scope baseline.

- (a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.
- (b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

Clause **G-4, Indirect Charges Involving Recovery Act Project Work**, is hereby incorporated into the contract (applicable only to the Recovery Act work):

**G-4 Indirect Charges Involving Recovery Act Project Work (APR 2009)**

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

- (a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;
- (b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;

- (c) Ensure all funds transferred by UT-Battelle, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and
- (d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or UT-Battelle, LLC.
- (e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.

H. The following Clause **H.999 - Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009**, attached hereto and made a part hereof, replaces the Clause **H.999 - Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009**, previously incorporated into this agreement under Modification No. 203:

**H.999 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Feb 2009)**

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the inspector general.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the Contractor or subcontractor, as the case may be, if the Contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

Contractors must include this clause in every subcontract over \$25,000 that is funded, in whole or in part, by the Recovery Act unless the subcontract is with an individual.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

E. Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

*Note: The following paragraphs, H, I, and J, are in effect until the FAR is modified to implement these provisions of the Recovery Act. The Contractor agrees that the Contracting Officer may unilaterally modify the contract to incorporate the FAR clauses that implement the Recovery Act. The following paragraphs will no longer be valid and the contract will be considered modified to add the new FAR provisions and clauses in Section I.*

H. American Recovery and Reinvestment Act-Reporting Requirements

(a) Definitions. As used in this clause -

“First-tier Subcontract” means a subcontract awarded directly by a Federal government prime contractor funded by the Recovery Act.

"Jobs Created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as “full-time equivalent” which shall include full-time, part-time, temporary, permanent, positions as expressed as a “person-year,” consistent with the

contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Jobs retained" means an estimate of those previously existing unfilled positions that are filled as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Total Compensation" means the complete pay package of contractor employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

(b) This contract requires products and/or services which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor that receives contracts from a Federal agency under the Recovery Act to report on use of funds.

(c) Reporting starts with the later of the first calendar quarter in which the contractor invoices the Government for work funded by Recovery funds, or the second calendar quarter of 2009. Reporting is required not later than 10 days after the end of each calendar quarter. The Contractor shall report the following information, using the online reporting tool available at TBD. If the tool is not available when the contractor's report is due, the contractor shall maintain the data necessary to report for that quarter when the tool becomes available or submit the report in hard or soft copy if required by the Contracting Officer.

(1) the amount of recovery funds invoiced by the contractor, cumulative since the beginning of the contract;

(2) a detailed list of all services performed or supplies delivered for which the contractor has invoiced, including –

(i) project title, if any;

(ii) a description of the project;

(iii) an assessment of the contractor's progress towards the completion of the requirements of the contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(iv) an estimate of the number of jobs created by the project, in the United States and outlying areas; and

(v) an estimate of the number of jobs retained by the project, in the United States and outlying areas. A job cannot be reported as both created and retained.

(3) the Government contract number.

(4) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded if –

(i) in the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(5) detailed information on any first-tier subcontract over \$25,000, where the subcontractor is not an individual, awarded by the contractor, funded under the Recovery Act, to include the following:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and of the subcontractor's parent company, if any.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System code.
- (vi) Funding agency.
- (vii) A description of the product or service to be provided under the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor physical address including street address, city, state and nine-digit zip code and congressional district if in the United States.
- (x) Subcontract primary performance location including street address, city, state and nine-digit zip code and congressional district if in the United States.
- (xi) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the subcontract is awarded if –
  - (i) entity in the subcontractor's preceding fiscal year, the subcontractor received --
    - (A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986,

(Note: the information in paragraphs (i) through (x) are not required to be reported for any contractor or first-tier subcontractor whose gross income did not exceed \$300,000 in the previous tax year.)

(6) For subcontracts under \$25,000 or any subcontracts awarded to an individual, the total number of subcontracts awarded in the quarter and their total dollar amount.

#### I. Audit and Records—Negotiation

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's or any subcontractors' directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records

Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### J. Buy American

[When using funds appropriated under the American Recovery and Reinvestment Act for construction, use clauses 52.225-XX, 52.225-YY, 52.225-ZZ, or 52.225-WW. Use 52.225-XX and 52.225-YY for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States under \$7,443,000 and 52.225-ZZ and 52.225-WW for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States and over \$7,443,000.]

#### **52.225-XX Required Use of American Iron, Steel, and Other Manufactured Goods -- Buy American Act —Construction Materials.**

(a) Definitions. As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

"Manufactured construction material" means any construction material that is not unmanufactured construction material."

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

---

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____

Domestic construction material	_____	_____	_____
Item 2:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

**52.225-YY Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act—Construction Materials.**

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-XX).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) In the case of a tie, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-XX, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-XX for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-XX does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (c) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX.

(d)

**52.225-ZZ Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act—Construction Materials under Trade Agreements.**

(a) Definitions. As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a FTA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Manufactured construction material" means any construction material that is not unmanufactured construction material."

“Recovery Act designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.



“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a – 10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

---

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
  - (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site].

(End of clause)

Alternate I (DATE). As prescribed in 25.1102(e), add the following definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

**52.225-WW Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act—Construction Materials under Trade Agreements.**

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-ZZ).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) In the case of a tie, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ.

Alternate II (DATE). As prescribed in 25.1102(e), add the definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Alternate offers. (1) When an offer includes foreign construction material, except foreign construction material from a Recovery Act designated country other than Bahrain,

Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

I. All other terms and conditions remain unchanged.

End of Standard Form 30

**WORK AUTHORIZATION**  
**U.S. DEPARTMENT OF ENERGY**  
**MANAGEMENT & OPERATING (M&O)/MANAGEMENT & INTEGRATING (M&I)**  
**AND OTHER CONTRACT WORK AUTHORIZATION**

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-9/10-0227**

1. a. Project Title: Science Laboratories Infrastructure  
 b. Work Proposal Number (if applicable): Various
2. Hq Program Point of Contact: Marcus E. Jones SC-31 301-903-4097  
 Name Org. Code Tel. No.  
Mike Osinski SC-41 301-903-3590
3. Hq Budget Point of Contact: Kristy Shriver SC-41 301-903-3129  
 Name Org. Code Tel. No.
4. Responsible Program: Science Laboratories Infrastructure
5. Responsible Secretarial Officer: Under Secretary of Science
6. Responsible Field element: Oak Ridge Office
7. M&O Contractor: UT - Battelle LLC - ORNL
8. Work Authorization No.: KG/OR41/9 9. Revision No.: 00 Tracking No. 131548

10. Funds Authorized: (\$ in thousands)

B&R Code	Previous	Change	Current
<u>KG</u>	<u>\$ 0</u>	<u>\$ +70,568 *</u>	<u>\$ 70,568</u>

11. Performance Period Covered By Funds From: 02/17/09 3/23/09 To: 09/30/10 12/31/2011<sup>1</sup>
12. Work Start Date: 02/17/09 13. Expected Completion Date: 09/30/10 12/31/11<sup>2</sup>

14. Statement of Work:

This FY 2009 Approved Funding Program provides funding to accomplish Science Laboratories Infrastructure activities within the context of the American Recovery and Reinvestment Act of 2009. All work must be carried out in a manner consistent with the provisions of the Act, and the specific guidance provided by the enclosed memorandum.

The Office of Safety, Security and Infrastructure is committed to conducting its work in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all Science Laboratory Infrastructure (SLI) managers and their staff. Funds provided by SLI will be applied as necessary to ensure that all SLI activities are conducted safely and in an environmentally conscientious manner. Only activities conducted in this way will be supported.

15. Reporting Requirements:

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

The attached milestones need to be updated weekly and coordinated through the HQ Program Office.

16. Work Authorization Official: Marcus E. Jones Marcus E. Jones 3/13/09  
 Name & Signature Date
17. DOE Field element Official: Joy M. [Signature] 3/29/09  
 Name & Signature Date
18. M&O Contractor: [Signature] 3/24/09  
 Name & Signature Date

MAM 4/2/09

\* Includes \$10,000,000 for GPP; \$60,568,000 for Construction Project 08-SC-71.

<sup>1</sup> This was includes both the MLF & the GPP. The MLF completion date is 12/31/2011.

Office: Safety, Security and Infrastructure (SC-31)  
 Recovery Project Name: SLI Construction (Project Code 2008370)

The milestones need to be updated weekly and coordinated through the HQ Program Office.

Weekly/Monthly Milestones	DATE	Amount (\$M)	Comments
Initial Obligation	3/18/2008		
Receive ARRA stimulus funds	4/1/2008		
Modernization of Laboratory Facilities at Oak Ridge National Laboratory: CD-3A, Approve Start of Early Construction/Long-Lead Procurements.	6/30/2009		
Modernization of Laboratory Facilities at Oak Ridge National Laboratory: Complete Final Design	6/30/2009		
Stimulus funds obligated to M&O contractors	7/31/2009	108.542	For all projects at BNL, ORNL, LBNL
Modernization of Laboratory Facilities at Oak Ridge National Laboratory: CD-3B, Approve Start of Balance of Construction & Begin Construction	12/31/2009		
MLF at ORNL CD-4 Construction Complete	TBD		
Bevatron at Lawrence Berkeley National Laboratory (currently in construction) - Bevatron removed	3/31/2010		<i>duplicate milestone</i>
Bevatron at Lawrence Berkeley National Laboratory: Structure Demolished	7/31/2010		
Modernization of Laboratory Facilities at Oak Ridge National Laboratory: Building Construction Complete - 6B-4, Approve Project Completion	12/31/2011		
Bevatron at Lawrence Berkeley National Laboratory: CD-4, Approve Project Completion	3/31/2012		
Seismic Life Safety - Phase II (Seismic-II) at Lawrence Berkeley National Laboratory CD-1 Approved	9/23/2008		
Seismic-II at LBNL CD-2 Approved	TBD		When a baseline is established at CD-2, milestones will be added.
Seismic II at LBNL D&D Complete	TBD		
Seismic II at LBNL Renovation of Building 74 Complete	TBD		
Seismic II at LBNL Install Slide Mitigation at Building 85 Complete	TBD		
Seismic II at LBNL Construction of Replacement Building Complete	TBD		
Interdisciplinary Science Building - Phase I (ISB-I) at Brookhaven National Laboratory CD-1 Approved	9/23/2008		
Award AE Contract for Final Design of ISB-I	TBD		Subsequent to Omnibus Appropriation
ISB-I at Brookhaven National Laboratory Approve Baseline	TBD		When a baseline is established at CD-2, milestones will be added.
ISB-I at Brookhaven National Laboratory Start Site Prep	TBD		
ISB-I at BNL Start Building Construction	TBD		
ISB at BNL CD-4, Approve Completion	TBD		
Closing of stimulus funds for SLI Construction complete.	6/30/2015	108.542	

Office: Safety, Security and Infrastructure (SC-31)

Recovery Project

Name: General Plant Project Funding Across All SC Laboratories (Project Code 2005380)

The milestones need to be updated weekly and coordinated through the EQ Program Office.

Weekly/Monthly Milestones

Activity	DATE	Amount (\$M)	Comments
<b>Ames Energy Conservation Projects</b>			
Funds Obligated to M&O	3/31/2009	1.285	Dependent on date of release of funds by CFO
Complete Bid Packages for stack sealing and lighting upgrades	TBD		
Award initial procurements	TBD		
Construction Complete	TBD		
<b>Ames Upgrade of Spedding Hall</b>			
Funds Obligated to M&O	3/31/2009	0.425	Dependent on date of release of funds by CFO
Complete Bid Package for Window Replacements	TBD		
Window Installation complete	TBD		
Construction Complete	TBD		
<b>ANL 480 Volt Switchgear Upgrade</b>			
Initial Funds Obligated to M&O	3/31/2009	4.200	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Issue Long Lead Procurement Bid Packages	TBD		
Begin Installation of Switchgear	TBD		
Construction Complete	TBD		
<b>ANL 13.2 kv Switch Upgrade</b>			
Initial Funds Obligated to M&O	3/31/2009	3.900	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Issue Long Lead Procurement Bid Packages	TBD		
Begin Installation of Switch upgrades	TBD		
Switch Installation Complete	TBD		
<b>ANL Panel Board/Transformer Replacements</b>			
Initial Funds Obligated to M&O	3/31/2009	5.000	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Complete Bid Packages for Panel Boards and Transformers	TBD		
Begin Installation of Panel Boards and Transformers	TBD		
Construction Complete	TBD		
<b>BNL Building Roof Replacements</b>			
Initial Funds Obligated to M&O	3/31/2009	5.500	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Begin Installation of Roofs	TBD		
Complete renovation of roofs on 50% of buildings	TBD		
Construction Complete	TBD		
<b>BNL Mechanical &amp; Electrical Upgrades</b>			
Initial Funds Obligated to M&O	3/31/2009	5.400	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Replacement of duct insulation	TBD		
Begin Installation of new HVAC equipment	TBD		
Construction Complete	TBD		
<b>BNL Fire Safety Corrections In Building 555</b>			
Initial Funds Obligated to M&O	3/31/2009	2.500	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Begin Construction of fire barrier systems	TBD		
Construction Complete	TBD		
<b>LBNL Upgrade of Bldg 62</b>			
Initial Funds Obligated to M&O	3/31/2009	2.900	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Temporarily relocate staff and equipment	TBD		
Begin 3rd floor renovations	TBD		
Construction Complete	TBD		
<b>LBNL Upgrade of Bldg 66</b>			
Initial Funds Obligated to M&O	3/31/2009	4.000	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Temporarily relocate staff and equipment	TBD		
Begin Renovation of 2nd and 3rd floors	TBD		
Construction Complete	TBD		
<b>LBNL Air Handling Equipment Upgrades</b>			
Initial Funds Obligated to M&O	3/31/2009	1.500	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Issue Long Lead Procurement Bid Packages	TBD		
Begin Installation of New Air Handling Equipment	TBD		
Construction Complete	TBD		



**Weekly/Monthly Milestones**  
 Project: Upgrade of the National Energy Research Scientific Center (NERSC) Data Center

Activity	DATE	Amount (\$M)	Comments
<b>LBNL Upgrade Bldg 2</b>			
Initial Funds Obligated to M&O	3/31/2009	2.900	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Issue Long Lead Procurement Bid Packages for Energy Upgrades	TBD		
Begin Installation of Updated Lighting Egress Systems	TBD		
Begin Upgrades to chilled water systems and piping	TBD		
Construction Complete	TBD		
<b>LBNL Modernize Transformer Bank</b>			
Initial Funds Obligated to M&O	3/31/2009	2.528	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Issue Long Lead Procurement Bid Packages	TBD		
Receipt of New Transformers	TBD		
Begin Transformer Installations	TBD		
Construction Complete	TBD		
<b>ORNL Mehon Valley Support Facility</b>			
Funds Obligated to M&O	3/31/2009	10.000	Dependent on date of release of funds by CFO
Procure AE for facility design	TBD		
Complete Design	TBD		
Begin Construction	TBD		
Construction Complete	TBD		
<b>PNNL Energy Project</b>			
Funds Obligated to M&O	3/31/2009	4.000	Dependent on date of release of funds by CFO
Issue Long Lead Procurement Bid Packages	TBD		
Begin Installation of new HVAC equipment	TBD		
Construction Complete	TBD		
<b>SLAC Electrical Substation Modernization</b>			
Initial Funds Obligated to M&O	3/31/2009	9.800	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Issue Long Lead Procurement Bid Packages	TBD		
Begin Construction	TBD		
Construction Complete	TBD		
<b>SLAC Seismic Upgrade</b>			
Initial Funds Obligated to M&O	3/31/2009	3.000	Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Procure AE for Seismic Safety Upgrade Design	TBD		
Begin Seismic upgrades to buildings	TBD		
Begin Seismic upgrades of tunnels	TBD		
Construction Complete	TBD		
<b>NBL Fire Protection Improvement</b>			
Funds provided to NBL (GOGO facility)	4/30/2009		
Initiate design-bid-award process	4/30/2009		
Complete safety documentation for fire safety upgrades	TBD		
Award contract for installation of fire sprinkler system upgrades	TBD		
Construction Complete	TBD		
<b>SLAC Energy Project</b>			
Initial Funds Obligated to M&O	3/31/2009		Dependent on date of release of funds by CFO
Remaining Funds Obligated to M&O	4/30/2009		
Complete design of heating/cooling and water distribution upgrades	TBD		
Issue Long Lead Procurement Bid Packages	TBD		
Begin upgrades to cooling tower fans and controls	TBD		
Construction Complete	TBD		

RPT7.RPT  
 B&R: KG 9100227  
 Lab: OAK RIDGE NATIONAL LABORATORY  
 SETASIDES: Include All  
 Current Stage: 2009-05-01  
 Proposed Stage: 2009-06-01  
 \$: Whole

Science Laboratories Infrastructure  
 FY 2009 March Program Guidance Attachment

		Approved Obligations			Approved Costs		
		Current	Change	Proposed	Current	Change	Proposed
Oak Ridge Operations Office							
OAK RIDGE NATIONAL LABORATORY							
Operating Expenses							
KG09	General Plant Projects (GPP)						
KG09	General Plant Projects (GPP)						
	GPF	0	10,000,000	10,000,000	0	10,000,000	10,000,000
	Total KG09	0	10,000,000	10,000,000	0	10,000,000	10,000,000
	Total Operating Expenses	0	10,000,000	10,000,000	0	10,000,000	10,000,000
Construction							
39KG01	General Purpose Facilities						
Line Item							
08-SC-71	Modernization of Laboratory Facilities	0	60,568,000	60,568,000			
	Total Line Item	0	60,568,000	60,568,000			
	Total 39KG01	0	60,568,000	60,568,000			
	Total Construction	0	60,568,000	60,568,000			
	Total OAK RIDGE NATIONAL LABORATORY	0	70,568,000	70,568,000			

## Oak Ridge National Laboratory

### General Plant Projects

Funds in the amount of \$10,000,000, under KG09, are being provided for the Melton Valley Support Facility GPP project (TEC \$10M).

Changes in project TECs must be approved by the Program Office.

The Recovery Act Project Operating Plan is "General Plant Project funding across all SC laboratories." The project code that should be used to track this Recovery Act funding in the Project section of the Accounting Flex Field in STARS/IDW is 2005380.

### 39KG01 - General Purpose Facilities

Line item construction funding is provided as follows: \$60,568,000 for project 08-SC-71, Modernization of Laboratory Facilities. Funds should not be obligated pending further guidance.

The Recovery Act Project Operating Plan is "SLI Construction." The project code that should be used to track this Recovery Act funding in the Project section of the Accounting Flex Field in STARS/IDW is 2005370.

Financial Plan Number: 1

Fiscal Year: 2009

Fiscal Month: 07

### Financial Plan Report - Detail

Site: OR

Page 1 of 1

Report: RFP0001

Contract Modification Number: 206

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: April 2, 2009 at 02:50:29 PM

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472968	2005370	0000000		0.00	0.00	60,568,000.00	60,568,000.00	60,568,000.00
AY 2009 - Work authorization# KG/OR41/9 Rev 0 Appropriation symbol (8909/100227)														
Total for Program Parent/Control Point: 39KG01000PRN08SC71000										0.00	0.00	60,568,000.00	60,568,000.00	60,568,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	0.00	10,000,000.00	10,000,000.00	10,000,000.00
AY 2009 - Work authorization# KG/OR41/9 Rev 0 Appropriation symbol (8909/100227)														
Total for Program Parent/Control Point: KG0900000										0.00	0.00	10,000,000.00	10,000,000.00	10,000,000.00
Total for Fund Type: WO										0.00	0.00	70,568,000.00	70,568,000.00	70,568,000.00
Total for Recipient Code: OR										0.00	0.00	70,568,000.00	70,568,000.00	70,568,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										0.00	0.00	70,568,000.00	70,568,000.00	70,568,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21
2. AMENDMENT/MODIFICATION NO. 206	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC001014	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 099114287		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$70,568,000.00  
 See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Subj to Retent: N  
 Recovery::TAS::89 0227

See Page 3.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

Change Item 00001 to read as follows (amount shown is the total amount):

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	04/02/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   71 <b>MAM</b>
2. AMENDMENT/MODIFICATION NO. 207	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC001559	5. PROJECT NO. (If applicable) 1
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-112 and P.L. 95-91

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

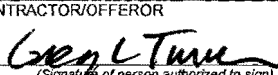
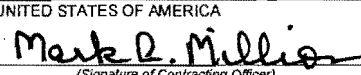
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


Subj to Retent: N

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-36 attached hereto. Requirement Change Notice No. OR-36 covers the period of December 1, 2008 through February 27, 2009.

Continued **MAM**

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/21/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/21/09

DOE Form (04/1991)		RCN No. OR-36																					
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 9																					
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee																					
CONTRACTOR: UT-Battelle, LLC																							
CONTRACT NO.: DE-AC05-00OR22725, Clause I-112, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2005																					
<p>This Requirements Change Notice (RCN) No. OR-36 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b></p> <p><b><u>ADDITIONS:</u></b> DOE O 413.1B                      DOE O 413.3A, Change 1</p> <p><b><u>DELETIONS:</u></b></p> <table border="0"> <tr> <td>DOE O 413.1A</td> <td>DOE M 470.4-3, Change 1</td> <td>DOE O 413.3A</td> <td>DOE M 251.1-1B</td> </tr> <tr> <td>DOE O 251.1B</td> <td>DOE M 413.3-1</td> <td>ORO O 130, Chapter II</td> <td>ORO O 150, Ch. I, IV</td> </tr> <tr> <td>ORO O 220, Ch. II-IV, VII</td> <td>ORO O 350, Ch. III</td> <td>ORO O 410, Ch. I, II</td> <td>ORO O 420, Ch. XI, XVI</td> </tr> <tr> <td>ORO O 430, Ch. II</td> <td>ORO O 440, Ch. V</td> <td>ORO O 470, Ch. VII, IX</td> <td>ORO O 530, Ch. III</td> </tr> <tr> <td>ORO O 550, Ch. II</td> <td>ORO O 250, Ch. I, II, IV, VI, VII, VIII, X</td> <td></td> <td></td> </tr> </table> <p><b><u>EXTENSIONS:</u></b> DOE N 206.4 (extended by DOE N 251.74)</p> <p><b><u>UPDATES:</u></b> WSS Set 1, Change 63</p> <p><b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b> DOE O 450.1A, Implementation Plan, approved DOE M 205.1-5, Implementation Plan, submitted</p> <p><b><u>ADMINISTRATIVE CORRECTION:</u></b></p>				DOE O 413.1A	DOE M 470.4-3, Change 1	DOE O 413.3A	DOE M 251.1-1B	DOE O 251.1B	DOE M 413.3-1	ORO O 130, Chapter II	ORO O 150, Ch. I, IV	ORO O 220, Ch. II-IV, VII	ORO O 350, Ch. III	ORO O 410, Ch. I, II	ORO O 420, Ch. XI, XVI	ORO O 430, Ch. II	ORO O 440, Ch. V	ORO O 470, Ch. VII, IX	ORO O 530, Ch. III	ORO O 550, Ch. II	ORO O 250, Ch. I, II, IV, VI, VII, VIII, X		
DOE O 413.1A	DOE M 470.4-3, Change 1	DOE O 413.3A	DOE M 251.1-1B																				
DOE O 251.1B	DOE M 413.3-1	ORO O 130, Chapter II	ORO O 150, Ch. I, IV																				
ORO O 220, Ch. II-IV, VII	ORO O 350, Ch. III	ORO O 410, Ch. I, II	ORO O 420, Ch. XI, XVI																				
ORO O 430, Ch. II	ORO O 440, Ch. V	ORO O 470, Ch. VII, IX	ORO O 530, Ch. III																				
ORO O 550, Ch. II	ORO O 250, Ch. I, II, IV, VI, VII, VIII, X																						
DOE AUTHORIZING SIGNATURE:		DATE:																					
 Johnny O. Moore, Contracting Officer's Representative		3/17/05																					

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

<b>DOE Directives are available at the following url:</b> <b><a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
Compliance Line: Implementation Plan, Revision 1, approved by DOE 10/03/2008.				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
Compliance Line: Implementation Plan to be submitted to DOE after receipt of official DOE direction.				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Public Key Cryptography and Key Management		
DOE O 200.1	09/30/1996	Information Management Program		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan submitted to DOE on 11/15/2007.				



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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 205.1-5	08/12/2008	Cyber Security Process Requirements Manual		
<b>Compliance Line: Implementation Plan submitted to DOE on 12/23/2008.</b>				
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
<b>Compliance Line: Implementation Plan approved by DOE on 03/27/2008.</b>				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.</b>				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.4	06/29/2007	Personal Identity Verification		<b>Expiration date extended to 06/29/2009 by DOE N 251.74.</b>
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.</b>				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
<b>DOE O 413.1B</b>	<b>10/28/2008</b>	<b>Internal Control Program</b>		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
<b>DOE O 413.3A, Change 1</b>	<b>11/17/2008</b>	<b>Program and Project Management for the Acquisition of Capital Assets</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE upon completion of Work Smart Standard (WSS) initiative for DOE-STD-1189.</b>				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.</b>				

**Appendix E  
Baseline List of  
Required Compliance Documents**

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<b>DOE Directives are available at the following url: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 1: Implementation Plan, Revision 1, approved by DOE on 07/30/2008 for DOE O 420.1B, Attachment 2, Chapter III.				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	ES&H-related Directive included in WSS. See Footnote (2).

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives are available at the following url:</b> <b><a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line: Implementation Plan approved by DOE on 12/08/2008.</b>				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 08/28/2006.</b>				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
<b>Compliance Line: Implementation Plan approved by DOE on 04/10/2007.</b>				
DOE M 470.4-4	08/26/2005	Information Security	1 06/29/2007	
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives are available at the following url:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).

Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives are available at the following url:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs) are available at the following url: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>63</b> <b>01/20/2009</b>	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	9 06/26/2008	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	10 12/11/2007	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 <i>21 MAM</i>
2. AMENDMENT/MODIFICATION NO. 208	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC001566	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$391,347,921.63

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$9,211,417,182.16. This represents an increase of \$391,347,921.63, from \$8,820,069,260.53 to \$9,211,417,182.16."

**Continued MAM**

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/16/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	17
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
209	See Block 16C	09SC001784		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 11)		
		10/18/1999		
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
099114287				

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$14,000,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clause I-143, P.L. 95-91, and P.L. 111-5

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N



Recovery::TAS::89 0253

See Page 3.

Information reflected on page 2 is not relevant to this modification and may even be inaccurate.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/30/2009
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/30/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/209	2	17

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$8,834,069,260.53				



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment A to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the purpose of the Demolition of the Wooden Superstructure for Facilities 3026 C and D Project. In accordance with the “Changes” clause in the contract, should DOE and the contractor mutually agree that Recovery Act work represents a material increase in the level of the contractor’s management effort under the contract, the contractor may be due an equitable fee for such additional services.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$14,000,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,211,417,182.16 to \$9,225,417,182.16.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

Work Authorization Number	Work Authorization Title
(Number from Block 8 of the Work Authorization)	Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in sections E through J below. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. **FUNDING CONSTRAINT:** UT-Battelle, LLC (hereafter “UT-Battelle”) is to begin work immediately. However, UT-Battelle is authorized to incur costs not to exceed \$14,000,000 for WA No. FD/04019/OR/41 of the initial funding placed on the contract for Recovery Act. The Contractor shall notify the Contracting Officer 45 calendar days prior to costing 30% of the initial funding placed on the contract for Recovery Act. Once DOE has decided whether or not the Recovery Act work should continue, the Contracting Officer shall either notify the

Contractor by letter authorizing the Contractor to proceed or will notify the Contractor in sufficient time to allow orderly succession of work.

- F. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- G. Clause **B-2, Fixed Fee**, is modified to add the following paragraph:

“No fixed fee deemed applicable under Recovery Act work shall be paid to the Contractor prior to definitization of contract modification(s) reflecting negotiated results of said Recovery Act work. After execution of the definitization contract modification(s), fixed fee provided under Recovery Act work shall be paid in accordance with the “Payments and Advances” clause in Section I of the contract. The fixed fee amounts agreed to by DOE and the Contractor are as follows: 1) \$”TBD” for WA No. FD/04019/OR/41.”

(End of clause)

- H. Section H- Special Contract Requirements, is amended as follows:

1. **Clause H-50, Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (APR 2009), attached hereto and made a part hereof, replaces the Clause H.999 - Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (FEB 2009), previously incorporated into this agreement under Modification No. 206.**

H-50 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to



meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

Note: For contractors currently using drawdown on a letter of credit, the current procedure remains in effect and is used for Recovery Act activity in lieu of invoicing.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm> .

E. Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov) , maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect



information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

(End of clause)

2. **Add Clause H-51, Modification Definitization of Recovery Act Work (APR 2009), as follows:**

H-51 Modification Definitization of Recovery Act Work (APR 2009)

- (a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal (if necessary) in accordance with the instructions contained in the Contracting Officer's request for proposal.
- (b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date</u>
Contractor submits technical, cost, and fee Proposal	30 days after effective date of this modification or as otherwise directed
Commence negotiations	150 days after effective date of this modification
Mutual agreement on definitization of Recovery Act work	175 days after effective date of this modification
Contractor submits certificate of current cost or pricing data	175 days after effective date of this modification
Execute definitization contract modification	180 days after effective date of this modification

- (c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable cost and/or fee in accordance with Subpart 15.4 and Part 31 of the FAR and DEAR 970.1504-1-1, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the "Obligation of Funds" clause in this contract.

(End of clause)

I. Section I, Contract Clauses is amended as follows:

**1. Add Clause I.156, FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009), as follows:**

I.156 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

**2. Add Clause I.157, FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009), as follows:**

I.157 52.204-11 American Recovery and Reinvestment Act--Reporting Requirements (MAR 2009)

- (a) Definitions. As used in this clause--

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and



cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
  - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
  - (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.



- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide--
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if--
  - (i) In the Contractor's preceding fiscal year, the Contractor received--
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under

paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if--
  - (A) In the subcontractor's preceding fiscal year, the subcontractor received--

- (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

- (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

3. **Add Clause I.158, FAR 52.225-21, Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials with additional introductory applicability statement, as follows:**

**The following clause is only applicable to projects funded by the Recovery Act:**

I.158 52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials (Mar 2009)

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

*“Construction material”* means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*“Domestic construction material”* means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.



*“Foreign construction material”* means a construction material other than a domestic construction material.

*“Manufactured construction material”* means any construction material that is not unmanufactured construction material.

*“Steel”* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

*“United States”* means the 50 States, the District of Columbia, and outlying areas.

*“Unmanufactured construction material”* means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
  - (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
- (b) Domestic preference.
- (1) This clause implements—
    - (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
    - (ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured domestic construction material.
  - (2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.
  - (3) This requirement does not apply to the construction material or components listed by the Government as follows:

“none”
  - (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable.
    - (A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;
    - (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Cost;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
  - (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on **unreasonable cost, the Contractor shall include the following information and any** applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars)
			*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			



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[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

\*Include all delivery costs to the construction site.]

(End of clause)

4. **Modify I.142 970.5232-3, Accounts, Records, and Inspection (DEC 2000) (DEVIATION) (AL-2005-04) to delete Paragraph (h) (1) and replace it with the following:**

“(h) Comptroller General

- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor’s or subcontractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.”

(End of clause)

J. All other terms and conditions remain unchanged.

(End of Standard Form 30)

Financial Plan Number: 1

Fiscal Year: 2009

Contract Modification Number: 209

Fiscal Month: 07

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

# Financial Plan Report - Detail

Site: OR

Page 1 of 1

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: April 28, 2009 at 04:07:16 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		0.00	0.00	14,000,000.00	14,000,000.00	14,000,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Initial incremental cost authority of \$14,000,000 may not be exceeded.</i>														
Total for Program Parent/Control Point: FD0412000										0.00	0.00	14,000,000.00	14,000,000.00	14,000,000.00
Total for Fund Type: EZ										0.00	0.00	14,000,000.00	14,000,000.00	14,000,000.00
Total for Recipient Code: OR										0.00	0.00	14,000,000.00	14,000,000.00	14,000,000.00
Total for Reporting Entity: 470002										0.00	0.00	14,000,000.00	14,000,000.00	14,000,000.00
Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)										0.00	0.00	14,000,000.00	14,000,000.00	14,000,000.00

Attachment A

## Attachment B

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: Building 3026 C&D Superstructure Demolition and Stabilization - 2002101	1b. Work Proposal Number (if applicable):
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2. ORO-EM Program Point of Contact.		
Name: J. T. Howell	Organization Code: EM-90	Telephone No.: 865-574-3981

3. ORO Budget Point of Contact.		
Name: T. T. Blaine	Organization Code: FM-72	Telephone No.: 865-576-5150

4. Responsible Program: Environmental Management - Defense	5. Responsible Secretarial Officer: Environmental Management
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6. Responsible Field Organization: Oak Ridge Office
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7a. Site and Facility Management Contractor: Oak Ridge National Laboratory, UT-Battelle	7b. Contractor Point of Contact: Name: S. D. Van Hoesen Telephone No.: 865-873-4153
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8. Work Authorization Number: FD/04019/OR/41	9. Revision Number: 0
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10. Funds Authorized (\$ in thousands).			
B&R Code: FD0412000	Previous: \$0.00	Change: \$14,000	Current: \$ 14,000

11. Performance Period Covered by Funds: From: 5/4/09 To: 1/31/10	12. Work Start Date: 5/2009	13. Expected Completion Date: 1/2010
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## 14. Statement of Work:

This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO-EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Specific Recovery Act Statement of Work:

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

This Statement of Work (SOW) is for the planning, characterization, demolition, and waste disposal of the wooden superstructure for facilities 3026 C and D. All work will be done in accordance with SC/UT-B procedures.

Building 3026 C and D Wooden Structure:

Activities authorized by this SOW include the planning and characterization activities needed to support demolition of the wooden portion of 3026 C and D as well as demolition and disposal of the wooden structure, including project management. Specific activities will include:

- Inspect facility and collect/review data and documentation to determine and document the current facility condition in preparation for transition of operational responsibility to UT - B

- Perform surveys and inspections as required for facility surveillance and maintenance and to support characterization, stabilization, and demolition planning
- Develop sampling and analysis plans and initiate characterization to support facility stabilization, demolition, and waste disposition
- Develop supporting documents as needed (e.g. revised FHA, Safety Documents, Waste Handling Plan)
- Develop specifications and related bid documents to conduct procurement and select best value subcontractor for facility stabilization, demolition, and final characterization as required
- Management and oversight of D&D subcontractor
- Perform Project Management functions (e.g. cost estimating and tracking, schedule development, related planning activities)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): J. T. Howell

Signature:

*J. J. Howell*

Date:

4/29/09

17. DOE Field Organization Official.

Name (typed): Johnny O. Moore

Signature:

*J. O. Moore*

Date:

4/29/09

18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt

Signature:

*K. J. Beierschmitt*

Date:

4/29/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million

Signature:

*Mark A. Million*

Date:

4/29/09



## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Award Demolition Contract	6/2009
Begin Demolition of Wooden Superstructure	9/2009
Complete Demolition of Wooden Superstructure	12/2009

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

Complete demolition of the Building 3026 C and D wooden structure according to schedule.

### **Section C: Contractor Recovery Act Deliverables**

Demolition of the Building 3026 C and D wooden structure.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 210	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC001702	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$72,977,116.56

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$9,298,394,298.72. This represents an increase of \$72,977,116.56, from \$9,225,417,182.16 to \$9,298,394,298.72."

Note 1: Requisitions 09SC001702 (Mod 210) and 09SC001784 (Mod 209) were processed out of Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 4/30/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/210	2	2

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>sequence; therefore, the total obligations reflected on these respective Requisitions are not accurate. Execution of Requisition 09SC001786 under Mod 211 will realign the total obligations to the correct amount.</p> <p>Note 2: Information reflected below this statement is not relevant to this modification and may be inaccurate.</p> <p>FOB: Destination                      Period of Performance: 04/01/2000 to 03/31/2010</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY                      Incrementally Funded Amount: \$8,907,046,377.09</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 211	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC001786	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$12,800,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143, P.L. 95-91 and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0335

See Page 3.

Note: Information reflected below this statement is not relevant to this modification and may be inaccurate.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 4/30/09



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/211	2	4

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$8,919,846,377.09				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment A to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the purpose of the 2000 Complex Facilities Demolition Project at the Oak Ridge National Laboratory. In accordance with the “Changes” clause in the contract, should DOE and the contractor mutually agree that Recovery Act work represents a material increase in the level of the contractor’s management effort under the contract, the contractor may be due an equitable fee for such additional services.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$12,800,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,298,394,298.72 to \$9,311,194,298.72.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

Work Authorization Number	Work Authorization Title
(Number from Block 8 of the Work Authorization)	2000 Complex Facilities Demolition Project at the Oak Ridge National Laboratory

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in sections E and F below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. **FUNDING CONSTRAINT:** UT-Battelle, LLC (hereafter “UT-Battelle”) is to begin work immediately. However, UT-Battelle is authorized to incur costs not to exceed \$3,250,000 for WA No. FE/01019/OR/41 of the initial funding placed on the contract for Recovery Act. The Contractor shall notify the Contracting Officer 45 calendar days prior to costing 30% of the initial funding placed on the contract for Recovery Act. Once DOE has decided whether or not the Recovery Act work should continue, the Contracting Officer shall either notify the

Contractor by letter authorizing the Contractor to proceed or will notify the Contractor in sufficient time to allow orderly succession of work.

- F. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- G. All other terms and conditions remain unchanged.

(End of Standard Form 30)

Financial Plan Number: 1

Fiscal Year: 2009

Contract Modification Number: 211

Fiscal Month: 07

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 1

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: April 28, 2009 at 04:09:22 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		0.00	0.00	12,800,000.00	12,800,000.00	12,800,000.00
AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Incremental cost authority of \$3,250,000 may not be exceeded.														
Total for Program Parent/Control Point: FE0100000										0.00	0.00	12,800,000.00	12,800,000.00	12,800,000.00
Total for Fund Type: UQ										0.00	0.00	12,800,000.00	12,800,000.00	12,800,000.00
Total for Recipient Code: OR										0.00	0.00	12,800,000.00	12,800,000.00	12,800,000.00
Total for Reporting Entity: 470002										0.00	0.00	12,800,000.00	12,800,000.00	12,800,000.00
Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)										0.00	0.00	12,800,000.00	12,800,000.00	12,800,000.00

Attachment A



<b>U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION</b>		
1a. Project Title: Demolition of the 2000 Facilities Complex at Oak Ridge National Laboratory, Project Code 2002230		1b. Work Proposal Number (if applicable): NA
2. Headquarters Program Point of Contact. Name: J. T. Howell Organization Code: EM-90 Telephone No.: 865-574-3981		
3. Headquarters Budget Point of Contact. Name: Tammy T. Blaine Organization Code: FM-72 Telephone No.: 865-576-5150		
4. Responsible Program: Environmental Management – Non-defense	5. Responsible Secretarial Officer: Assistant Secretary for Environmental Management	
6. Responsible Field Organization: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory, UT-Battelle, LLC	7b. Contractor Point of Contact. Name: S. D. Van Hoesen Telephone No.: 865- 574-7264	
8. Work Authorization Number: FE/01019/OR/41	9. Revision Number: 0	
10. Funds Authorized (\$ in thousands). B&R Code: FE0115000 Previous: \$0.00 Change: \$12,800 Current: \$12,800		
11. Performance Period Covered by Funds. From: 05/04/09 To: 06/30/11	12. Work Start Date: 05/04/09	13. Expected Completion Date: 06/30/11
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  <u>Specific Recovery Act Statement of Work:</u>  The 2000 Complex is located on the Northwest Side of the Oak Ridge National Laboratory (ORNL) along Bethel Valley Road. The ORNL 2000 Complex comprises eight facilities totaling approximately 59,966 square feet. The complex includes Buildings 2000, 2001, and 2024 and ancillary support facilities 2019, 2087, 2088 and 2092. The complex is in severe disrepair and has been vacant for approximately 6 years. Contaminants of concern include friable and non-friable asbestos, beryllium, heavy metals, (e.g., cadmium and lead), polychlorinated biphenyls (PCBs), and radiological contamination. Buildings 2000 and 2001 "Quonset Huts" are steel framed with metal sheeting. Building 2024 is a 2 story facility constructed of structural steel and concrete block with a		

built up roof. Building 2000 was originally developed for use as the Metallurgy Laboratories and was later used by the Manhattan Research Project in the late 1940s. The Metals and Ceramics Division used the facility in the 1950s, and was then occupied by the Solid States Division and Quality Services Division until the facility was deactivated pending demolition in 2002. There is extensive contamination within most of the air-handling systems (i.e., HVAC and hood exhaust units) and bonded to many building surfaces. Original drawings show that activities included fuel rod research, and there is radiological evidence of work involving U235, U238, Thorium, Cd109, Cs137, Am241 and Pu239. Beryllium operations were also conducted in this facility. Building 2001 was constructed in 1947 in support of the Manhattan Project. Building 2001 was originally developed as the Health Physics Laboratories for research in health electroscopes, electrometers, proportional counters and Geiger Mueller counters. It was later used by the Environmental Sciences Division for basic research until the late 1970s. The building was remodeled and then used as the Information Division Complex from the early 1980s to 1992 and then finally was used as temporary offices from 1992-1999. Building 2024 was originally developed as the Metallurgy Laboratories Annex. The facility continued to house operating laboratories as well as provide additional office space for the Information, Solid States, and Quality Services Divisions through 2003. The building contains at least five contaminated hoods and supporting exhaust systems, as well as sparse fixed contamination in several labs. Beryllium welding is known to have been conducted in Building 2024 on the 2<sup>nd</sup> floor in the 1960s; Rooms 42 and 43 are known to have been used for Beryllium Fluoride research and development. The objective of the 2000 Complex facilities demolition project is to: Abate all hazardous materials; remove contaminated HVAC equipment and duct; demolish all facilities to the slab; and, properly dispose of all wastes.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): J. T. Howell

Signature:

*J. J. Howell*

Date:

4/29/09

17. DOE Field Organization Official.

Name (typed): Johnny O. Moore

Signature:

*M. G. Braxton for Joe*

Date:

4/29/09

18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt

Signature:

*K. Beierschmitt*

Date:

4/29/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million

Signature:

*Mark A. Million*

Date:

4/29/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

12/31/09 Begin Field Mobilization for 2000 Complex East

06/30/10 Begin Field Mobilization for 2000 Complex West

12/31/10 Complete Decontamination and Decommissioning of 2000 Complex East

03/31/11 Complete Decontamination and Decommissioning of 2000 Complex West

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

12/31/10 Complete Decontamination and Decommissioning of 2000 Complex East

03/31/11 Complete Decontamination and Decommissioning of 2000 Complex West

### **Section C: Contractor Recovery Act Deliverables**

03/31/11 Complete Decontamination and Decommissioning of 2000 complex facilities.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 11
2. AMENDMENT/MODIFICATION NO. 212	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC002741	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$120,695,713.91

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-143 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,431,890,012.63. This represents an increase of \$120,695,713.91, from \$9,311,194,298.72 to \$9,431,890,012.63.

Continued MAM

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 5/26/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 213	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.152, P.L. 95-91, and P.L. 111-5

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Recovery::TAS::89 0253

See Page 2.

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Greg L Turner</i> Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR <i>Greg L Turner</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/15/09
16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/15/09

NSN 7540-01-152-8070  
Previous edition unusable

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

This modification is issued to reflect definitization of negotiations on the Contractor's proposal entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" dated February 5, 2009. In accordance with the "Changes" clause in the contract, DOE and the Contractor mutually agree that this work represents a material increase in the level of the Contractor's management effort under the contract; therefore, the Contractor is due an equitable fee for such additional services. The total estimated cost agreed to by the parties during negotiations, including fee but exclusive of management reserve, is \$9,949,000.

Therefore, the contract is modified as follows:

1. The second paragraph of clause **B-2, Fixed Fee**, is deleted in its entirety and replaced as follows:

"No fixed fee deemed applicable under Recovery Act work shall be paid to the Contractor prior to definitization of contract modification(s) reflecting negotiated results of said Recovery Act work. After execution of the definitization contract modification(s), fixed fee provided under Recovery Act work shall be paid in accordance with the "Payments and Advances" clause in Section I of the contract. The fixed fee amounts agreed to by DOE and the Contractor are as follows: 1) \$400,000 for WA No. FD/04019/OR/41."

2. All other terms and conditions other than those specified in this modification remain unchanged.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Proposal entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" dated February 5, 2009, the Contractor hereby releases the Government from any and all liability for further equitable adjustments in fixed fee attributable to such facts or circumstances giving rise to the Proposal.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 10, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 214**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$5,800,000 to the contract for Work Authorization No. WI-470002-18777-09 entitled "Training and Technical Assistance for the EERE Weatherization and Intergovernmental Activities Program". Additional clarification regarding required Milestones and Measures may be provided at a later date after discussions with DOE program personnel.

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 214	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003068	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 11) 10/18/1999		
CODE 099114287	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$5,800,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clauses I.143 and I.152, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331

See Page 3.

Note: Information reflected on page 2 is not relevant to this modification and may not be accurate. Please disregard page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/10/09
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/214	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,046,342,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

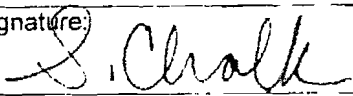
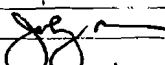
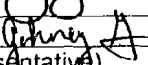
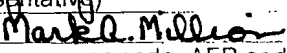
**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the purpose of Training and Technical Assistance for the EERE Weatherization and Intergovernmental Activities Program.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$5,800,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,431,890,012.63 to \$9,437,690,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. W1-470002-18777-09 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Training and Technical Assistance for the EERE Weatherization and Intergovernmental Activities Program

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Solicitation/Project Title: Evaluation		1b. Work Proposal Number (if applicable): AOP# OR22725	
2. Headquarters Program Point of Contact: Name: Ronald Shaw		Organization Code:	Telephone No: (202) 586-6593
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg Telephone No: (202) 479-0439	
8. Work Authorization Number * WI-470002-18777-09		9. Revision Number: 1	
10. Funds Authorized during FY 2009			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760	\$0	\$5,800,000	\$5,800,000
11. Performance period covered by funds: From: 10/1/2008 To: 9/30/2009		12. Work Start Date: 10/1/2008	13. Expected Completion Date: 9/30/2009
14. Statement of Work: Funding in the amount of \$5,800,000 is authorized for Training & Technical Assistance. These funds are made available for Project #18777 - Evaluation. These funds are to be distributed to Agreement # 6969-Evaluation in accordance with AOP# OR22725. ORNL's contractor will conduct impact assessments to evaluate energy savings and bill reductions resulting from the Weatherization Assistance Program. ORNL's contractor will also conduct analyses of the relationships between various measures and techniques employed by the program and the energy savings produced, including in-depth assessment of the approaches used to conduct/perform audits, client education, training, and monitoring. The awardee will prepare a draft and final report providing detailed assessments of energy savings, job creation, and other benefits from the program. The evaluation will cover baseline periods of Program Years 2007 and 2008 as well as the period of the implementation of the American Recovery and Reinvestment Act of 2009. ORNL may also conduct special studies of baseload electric savings, air conditioning, health and safety, and other measures should funding permit and the results of these special reports will be integrated into the analysis of the overall performance of the Weatherization Assistance Program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE. Project Code 2004360.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Steven Chalk, Principal Deputy Assistant Secretary		Signature: 	Date: 5/12/09
17. DOE Field Organization Official:			
Name (typed):		Signature: 	Date: 5/27/09
18. Contractor's Authorized Representative:			
Name (typed): D.G. CHRISTENSEN		Signature:  to D.C.C.	Date: 5/29/09
19. DOE Contracting Officer (or delegated representative):			
Name (typed):		Signature: 	Date: 5/27/09
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year			

Financial Plan Number: 1

Fiscal Year: 2009

Fiscal Month: 09

Contract Modification Number: 214

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 1

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: June 3, 2009 at 03:13:06 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		0.00	0.00	5,800,000.00	5,800,000.00	5,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-18777-09; Appropriation Symbol: 8909/100331</i>														
Total for Program Parent/Control Point: WI0702000										0.00	0.00	5,800,000.00	5,800,000.00	5,800,000.00
Total for Fund Type: ZW										0.00	0.00	5,800,000.00	5,800,000.00	5,800,000.00
Total for Recipient Code: OR										0.00	0.00	5,800,000.00	5,800,000.00	5,800,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										0.00	0.00	5,800,000.00	5,800,000.00	5,800,000.00





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 11, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 215**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$540,000 to the contract for Work Authorization No. KB/OR41/9/ARRA-1 entitled "Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL)".

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 215	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003084	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$540,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0227

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 6/11/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC05-00OR22725/215

PAGE

OF

2

3

NAME OF OFFEROR OR CONTRACTOR

UT-BATTELLE, LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 227TAS Recovery MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY; ARRA Funding for Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) Incrementally Funded Amount: \$9,046,882,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$540,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,437,690,012.63 to \$9,438,230,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KB/OR41/9/ARRA-1 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

<b>U.S. DEPARTMENT OF ENERGY</b> <b>CONTRACT WORK AUTHORIZATION</b> <b>AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227</b>		
1a. Project Title: <b>Nuclear Physics – Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (2005190)</b>		1b. Work Proposal Number (if applicable): Various
2. Headquarters Program Point of Contact: Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>		
3. Headquarters Budget Point of Contact: Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>		
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Under Secretary for Science</b>
6. Responsible Field Organization: <b>Oak Ridge Office</b>		
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name:    Telephone No.:
8. Work Authorization Number: <b>KB/OR41/9/ARRA-1</b>		9. Revision Number: <b>00</b>
10. Funds Authorized (\$ in thousands). B&R Code: <b>KB</b> Previous: <b>\$0</b> Change: <b>+\$540</b> Current: <b>\$540*</b>		
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>04/2009</b>
13. Expected Completion Date: <b>06/2010</b>		
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p><b>\$540,000 in EQU funding</b> is provided under KB-04-01-02-2 to advance funding for the Fundamental Neutron Physics Beamline MIE (41NM) thereby reducing the cost risk and schedule risk. An additional <b>\$60,000</b> is anticipated in a subsequent AFP following the risk acceptance process, bringing the total to <b>\$600,000</b>. Specifically, this funding is provided to optimize project execution by advancing the schedule for some tasks as compared to the previously approved project plan.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>		

\* Includes Capital Equipment \$540,000.

**Continuation of WAS - Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL)  
(2005190)**

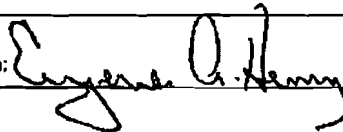
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature:



Date: 5/14/09

17. DOE Field Organization Official.

Name (typed):

Signature:



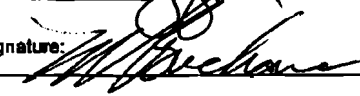
Date: 5/27/08

18. Contractor's Authorized Representative.

Name (typed):

CRM  
5/29/09

Signature:

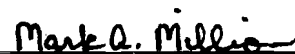


Date: 5/29/09

19. DOE Contracting Officer (or delegated representative).

Name (typed):

Signature:



Date: 5/27/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (2005190)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

3Q FY09: Begin Utilities

4Q FY09: Begin HVAC

1Q FY10: Complete Utilities and HVAC

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Complete Utilities and HVAC efforts for FNPB External Experimental Building.

**Section C: Contractor Recovery Act Deliverables**

- Utilities and HVAC for FNPB External Experimental Building

Financial Plan Number: 2  
 Contract Modification Number 215  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
 Fiscal Month: 09

## Financial Plan Report - Detail

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: June 4, 2009 at 08:38:13 AM

Rpt Entity	Fund Code	Leg FT Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO 2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work authorization #KG/OR41/9</i>													
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>									0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO 2923755	KB0401022	31001	0470023	2005190	0000000		0.00	0.00	540,000.00	540,000.00	540,000.00
<i>AY 2009 - Work authorization #KB/OR41/9/ARRA-1 MIE: 41NM (Fundamental Neutron Physics Beamline)</i>													
<b>Total for Program Parent/Control Point: KB0000000</b>									0.00	0.00	540,000.00	540,000.00	540,000.00
470002	06199	WO 2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<i>AY 2009 - Work authorization# KG/OR41/9</i>													
<b>Total for Program Parent/Control Point: KG0900000</b>									0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<b>Total for Fund Type: WO</b>									0.00	70,568,000.00	540,000.00	71,108,000.00	71,108,000.00
<b>Total for Recipient Code: OR</b>									0.00	70,568,000.00	540,000.00	71,108,000.00	71,108,000.00
<b>Total for Reporting Entity: 470002</b>									0.00	70,568,000.00	540,000.00	71,108,000.00	71,108,000.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>									0.00	70,568,000.00	540,000.00	71,108,000.00	71,108,000.00

Attachment 2





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 11, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 216**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$200,000 to the contract for Work Authorization No. 470002-20476-09 entitled "Federal Lab Support for Recovery Act Transactions ARRA FY09".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
216	See Block 16C	09SC003185	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	10/18/1999	
099114287			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$200,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Recovery TAS::89 0331

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	6/11/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/216	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0331::TAS Recovery - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY; Federal Lab Support for Recovery Act Transactions ARRA FY09 Incrementally Funded Amount: \$9,047,082,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Federal Lab Support for Recovery Act Transactions ARRA FY09”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$200,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,438,230,012.63 to \$9,438,430,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 470002-20476-09 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Federal Lab Support for Recovery Act Transactions ARRA FY09

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

Attachment 1

<b>U.S. DEPARTMENT OF ENERGY</b>		<b>09-14017</b>
<b>CONTRACT WORK AUTHORIZATION</b>		
1a. Project Title: Federal Lab Support for Recovery Act Transactions ARRA FY09		1b. Work Proposal Number (if applicable):
2. Headquarters Program Point of Contact: Name: <b>Mark Bailey</b> Organization Code: <b>EE-2K</b> Telephone No.: <b>(202) 586-9424</b>		
3. Headquarters Budget Point of Contact: Name: <b>Thomas Heavey</b> Organization Code: <b>EE-3B</b> Telephone No.: <b>(202) 586-4501</b>		
4. Responsible Program: <b>Office of Weatherization and Intergovernmental Program</b>		5. Responsible Secretarial Officer: <b>Assistant Secretary for Energy Efficiency &amp; Renewable Energy</b>
6. Responsible Field Organization: <b>Oak Ridge Operations Office</b>		
7a. Site and Facility Management Contractor: <b>University of Tennessee - Battelle (Oak Ridge National Laboratory)</b>		7b. Contractor Point of Contact: Name: <b>Greg Turner</b> Telephone No.: <b>(865) 241-0648</b>
8. Work Authorization Number: <b>470002-20476-09</b>		9. Revision Number: <b>0</b>
10. Funds Authorized (\$ in thousands). B&R Code: <b>EB51</b> Previous: <b>\$0</b> Change: <b>\$200,000</b> Current: <b>\$200,000</b>		
11. Performance Period Covered by Funds. From: <b>6/5/09</b> To: <b>9/30/10</b>		12. Work Start Date: <b>6/5/09</b>
13. Expected Completion Date: <b>9/30/10</b>		
14. Statement of Work:  <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H. 999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p><b>Specific Recovery Act Statement of Work:</b></p> <p>Funding in the amount of <b>\$200,000.00</b> is authorized for Management and Oversight (Program Direction). Funds are to enable the Laboratory to provide project management and technical staff assistance to applicants of DOE's Office of Energy Efficiency and Renewable Energy American Reinvestment and Recovery Act programs as requested by the NREL Point of Contact responsible for these programs. Efforts include providing subject matter experts to support recipients in developing their projects and providing content review for block grant applications. Authorized use of funding also includes travel, training, salaries, and related expenses required to implement this work.</p> <p><b>ARRA funding information:</b></p> <p>Fund: <b>05794</b>, Appropriation: <b>89-09/10-0331</b>, Allottee: <b>60</b>,                      B&amp;R Code/Program Value: <b>EB5100000-05794-1005098</b>                      Project Code: <b>2004040</b></p>		

**U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION**

-100036-20476-09

*Continued Page 2*

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

**15. Reporting Requirements (Status reports, scientific and technical information or similar):**

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

**16. Work Authorization Program Official.**

Name (typed): Avon Meacham

Signature: *[Signature]*

Date: 6/4/09

**17. DOE Field Organization Official.**

Name (typed):

Signature: *[Signature]*

Date: 6/5/09

**18. Contractor's Authorized Representative.**

Name (typed): Dana C. Christensen

Signature: *[Signature]*

Date: 5 June 2009

**19. DOE Contracting Officer (or delegated representative).**

Name (typed):

Signature: *[Signature]*

Date: 6/5/09

*Shaw  
6-5-09*

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

<p><b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b></p> <p>The contractor shall review and evaluate EECBG grants in accordance with the schedule and milestones established by the procurement team. Milestones: Provide technical assistance and application review for block grant applications as requested.</p>
<p><b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b></p> <p>The contractor will become proficient, knowledgeable and subject matter experts in EECBG grant reviews and evaluations. All reviews and evaluations will be conducted and completed in accordance with the procedures, milestones and schedule specified by the procurement team. The contractor will be assessed on the quality and completeness of EECBG grant reviews and evaluations. This will include the ability to successfully articulate and apply the goals and objectives of EECBG in conducting reviews and evaluations.</p>
<p><b>Section C: <u>Contractor Recovery Act Deliverables</u></b></p> <ul style="list-style-type: none"><li>• Attend and participate in EECBG training June 9-10, 2009, in Golden, Colorado.</li><li>• Review and evaluate EECBG materials in support of the procurement team and established procedures, milestones and schedule.</li><li>• Participate in EECBG implementation as subject matter experts as required.</li></ul>

Financial Plan Number: 2

Fiscal Year: 2009

Fiscal Month: 09

# Financial Plan Report - Detail

Site: OR

Page 1 of 1

Contract Modification Number: 216

Report: RFP0001

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battell

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: June 8, 2009 at 01:05:34 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	0.00	200,000.00	200,000.00	200,000.00
<i>AY 2009 - Work Authorization Number 470002-20476-09</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	0.00	200,000.00	200,000.00	200,000.00
<b>Total for Fund Type: ZT</b>										0.00	0.00	200,000.00	200,000.00	200,000.00
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-18777-09; Appropriation Symbol: 8909\100331</i>														
<b>Total for Program Parent/Control Point: WI0702000</b>										0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
<b>Total for Fund Type: ZW</b>										0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
<b>Total for Recipient Code: OR</b>										0.00	5,800,000.00	200,000.00	6,000,000.00	6,000,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										0.00	5,800,000.00	200,000.00	6,000,000.00	6,000,000.00





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 17, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 217**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$24,170,000 to the contract for Military Interdepartmental Purchase Requests (MIPR) packages entitled "Decentralization of Facilities from Central Heat Plant".

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 217	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003217	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$24,170,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery TAS::57 3404::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

FOB: Destination

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 6/17/09

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/217	2	4

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::57 3404::TAS Recovery - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY; Decentralization of Facilities from Central Heat Plant Incrementally Funded Amount: \$9,071,252,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Decentralization of Facilities from Central Heat Plant”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$24,170,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,438,430,012.63 to \$9,462,600,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Requests (MIPR) packages referenced in the table below. Attachment 1 to this modification is the executed Acceptance of MIPR documents (DD Form 448-2).

<b>MIPR Number</b>	<b>MIPR Title</b>
F1Q3CS9055G001	Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave
F1Q3CS9054G001	Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave
F1Q3CS9054G002	Decentralization of Facilities from Central Heat Plant, Phase 1 East of Atlantic Ave
F1Q3CS9054G003	Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave
F1Q3CS9054G004	Decentralization of Facilities from Central Heat Plant, Phase 3 East of Atlantic Ave
(Numbers from Block 2 of the MIPRs)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set

forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Requests package for the activity.
- F. All other terms and conditions remain unchanged.



DEPARTMENT OF THE AIR FORCE  
436th Civil Engineer Squadron (AMC)  
Dover Air Force Base, Delaware 19902-5600

April 15, 2009

436 CES/CEAO  
600 Chevron Ave  
Dover AFB DE 19902-5600

Ms. Teresa Hope, M-6.1  
U. S. Dept. of Energy, Oak Ridge Field Office  
P.O. Box 2001  
Oak Ridge, TN 37831-8550

Dear Ms. Hope:

Enclosed are five Military Interdepartmental Purchase Requests (MIPRs) as listed below for heat plant decentralization projects to be accomplished at Dover Air Force Base. All funds associated with these five MIPRs are provided under the **American Recovery and Reinvestment Act of 2009**.

MIPR Number	Amount	Description
FIQ3CS9055G001	\$6,170,000	Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave
FIQ3CS9054G001	\$4,500,000	Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave
FIQ3CS9054G002	\$6,300,000	Decentralization of Facilities from Central Heat Plant, Phase 1 East of Atlantic Ave
FIQ3CS9054G003	\$3,500,000	Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave
FIQ3CS9054G004	\$3,700,000	Decentralization of Facilities from Central Heat Plant, Phase 3 East of Atlantic Ave
<b>TOTAL</b>	<b>\$24,170,000</b>	

Please return copies of the DD Form 448-2 MIPR Acceptances to the DFAS address listed on page 2 of the MIPR, and to myself via fax or email (fax 302-677-6837, email [Jo.Deramo@dover.af.mil](mailto:Jo.Deramo@dover.af.mil)). If you have questions about these MIPRs, please call me at (302) 677-6842.

Sincerely,

JO ANNE DERAMO  
Chief, Asset Optimization

cc:  
Aleisa Bloom (ORNL)

Attachments:  
5 MIPRs w/attachments

### ACCEPTANCE OF MIPR

1. TO (Requiring Activity Address) (Include ZIP Code) Jo Anne Deramo 436 CES/CEAO, 600 Chevron Ave Dover AFB DE 19902-5600	2. MIPR NUMBER F1Q3CS9055G001	3. AMENDMENT NO. Basic
	4. DATE (MIPR Signature Date) April 9, 2009	5. AMOUNT (As Listed on the MIPR) \$6,170,000.00

6. The MIPR identified above is accepted and the items requested will be provided as follows: (Check as Applicable)

a.  ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)

b.  ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)

c.  ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW

d.  THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES. BUT PRIOR TO SUBMISSION OF BILLINGS.

7.  MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. a	QUANTITY b	ESTIMATED PRICE c	ITEM NO. a	QUANTITY b	ESTIMATED PRICE c
		\$6,170,000.00	<input type="checkbox"/>		
d. TOTAL ESTIMATED PRICE			d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS	11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS
--	--

12. FUNDS DATA (Check if Applicable)

a.  ADDITIONAL FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE REQUIRED (See Justification Block 13)

b.  FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS

DOE Point of Contact: Teresa Hope  
 Phone: (865) 576-0646  
 Fax: (865) 576-2554  
 E-Mail: hopetr@oro.doe.gov

FUNDS WERE PROVIDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

14. ACCEPTING ACTIVITY (Complete Address) U. S. Department of Energy, Oak Ridge Office P. O. Box 2001, Oak Ridge, Tennessee 37831	15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Judith S. Wilson, Contracting Officer 16. SIGNATURE 
	17. DATE 6/3/09

### ACCEPTANCE OF MIPR

1. TO (Requiring Activity Address) (Include ZIP Code) Jo Anne Deramo 436 CES/CEAO, 600 Chevron Ave Dover AFB DE 19902-5600	2. MIPR NUMBER F1Q3CS9054G001	3. AMENDMENT NO. Basic
	4. DATE (MIPR Signature Date) April 9, 2009	5. AMOUNT (As Listed on the MIPR) \$4,500,000.00

6. The MIPR identified above is accepted and the items requested will be provided as follows: (Check as Applicable)

a.  ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)

b.  ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)

c.  ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW

d.  THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7.  MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. <i>a</i>	QUANTITY <i>b</i>	ESTIMATED PRICE <i>c</i>	ITEM NO. <i>a</i>	QUANTITY <i>b</i>	ESTIMATED PRICE <i>c</i>
		\$4,500,000.00	<input type="checkbox"/>		
d. TOTAL ESTIMATED PRICE			d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS

11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS

12. FUNDS DATA (Check if Applicable)

a.  ADDITIONAL FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE REQUIRED (See Justification Block 13)

b.  FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS

DOE Point of Contact: Teresa Hope  
 Phone: (865) 576-0646  
 Fax: (865) 576-2554  
 E-Mail: hopetr@oro.doe.gov

FUNDS WERE PROVIDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

14. ACCEPTING ACTIVITY (Complete Address) U. S. Department of Energy, Oak Ridge Office P. O. Box 2001, Oak Ridge, Tennessee 37831	15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Judith S. Wilson, Contracting Officer
	16. SIGNATURE 
	17. DATE 4/3/09



### ACCEPTANCE OF MIPR

1. TO (Requiring Activity Address) (Include ZIP Code) Jo Anne Deramo 436 CES/CEAO, 600 Chevron Ave Dover AFB DE 19902-5600	2. MIPR NUMBER F1Q3CS9054G002	3. AMENDMENT NO. Basic
	4. DATE (MIPR Signature Date) April 9, 2009	5. AMOUNT (As Listed on the MIPR) \$6,300,000.00

6. The MIPR identified above is accepted and the items requested will be provided as follows: (Check as Applicable)

- a.  ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)
- b.  ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)
- c.  ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW
- d.  THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7.  MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. <i>a</i>	QUANTITY <i>b</i>	ESTIMATED PRICE <i>c</i>	ITEM NO. <i>a</i>	QUANTITY <i>b</i>	ESTIMATED PRICE <i>c</i>
		\$6,300,000.00		<input type="checkbox"/>	
<b>d. TOTAL ESTIMATED PRICE</b>			<b>d. TOTAL ESTIMATED PRICE</b>		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS

11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS

12. FUNDS DATA (Check if Applicable)

- a.  ADDITIONAL FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE REQUIRED (See Justification Block 13)
- b.  FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE NOT REQUIRED AND MAY BE WITHDRAWN

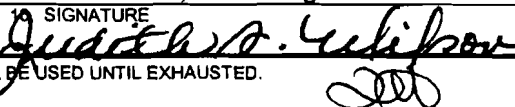
13. REMARKS

DOE Point of Contact: Teresa Hope  
 Phone: (865) 576-0646  
 Fax: (865) 576-2554  
 E-Mail: hopetr@oro.doe.gov

FUNDS WERE PROVIDED UNDER THE AMERICAN  
 RECOVERY AND REINVESTMENT ACT OF 2009.

14. ACCEPTING ACTIVITY (Complete Address)  
 U. S. Department of Energy, Oak Ridge Office  
 P. O. Box 2001, Oak Ridge, Tennessee 37831

15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL  
 Judith S. Wilson, Contracting Officer

16. SIGNATURE  


17. DATE  
 6/3/09

### ACCEPTANCE OF MIPR

1. TO (Requiring Activity Address) (Include ZIP Code) Jo Anne Deramo 436 CES/CEAO, 600 Chevron Ave Dover AFB DE 19902-5600	2. MIPR NUMBER F1Q3CS9054G003	3. AMENDMENT NO. Basic
	4. DATE (MIPR Signature Date) April 9, 2009	5. AMOUNT (As Listed on the MIPR) \$3,500,000.00

6. The MIPR identified above is accepted and the items requested will be provided as follows: (Check as Applicable)

a.  ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)

b.  ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)

c.  ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW

d.  THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7.  MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. a	QUANTITY b	ESTIMATED PRICE c	ITEM NO. a	QUANTITY b	ESTIMATED PRICE c
		\$3,500,000.00	<input type="checkbox"/>		
d. TOTAL ESTIMATED PRICE			d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS	11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS
--	--

12. FUNDS DATA (Check if Applicable)

a.  ADDITIONAL FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE REQUIRED (See Justification Block 13)

b.  FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS

DOE Point of Contact: Teresa Hope  
 Phone: (865) 576-0646  
 Fax: (865) 576-2554  
 E-Mail: hopetr@oro.doe.gov

FUNDS WERE PROVIDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

14. ACCEPTING ACTIVITY (Complete Address) U. S. Department of Energy, Oak Ridge Office P. O. Box 2001, Oak Ridge, Tennessee 37831	15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Judith S. Wilson, Contracting Officer
	16. SIGNATURE 
	17. DATE 6/3/09

*JW*

### ACCEPTANCE OF MIPR

1. TO (Requiring Activity Address) (Include ZIP Code) Jo Anne Deramo 436 CES/CEAO, 600 Chevron Ave Dover AFB DE 19902-5600	2. MIPR NUMBER FIQ3CS9054G004	3. AMENDMENT NO. Basic
	4. DATE (MIPR Signature Date) April 9, 2009	5. AMOUNT (As Listed on the MIPR) \$3,700,000.00

6. The MIPR identified above is accepted and the items requested will be provided as follows: (Check as Applicable)

- a.  ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)
- b.  ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II)
- c.  ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW
- d.  THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

7.  MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS" IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED

8. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			9. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. <i>a</i>	QUANTITY <i>b</i>	ESTIMATED PRICE <i>c</i>	ITEM NO. <i>a</i>	QUANTITY <i>b</i>	ESTIMATED PRICE <i>c</i>
		\$3,700,000.00	<input type="checkbox"/>		
d. TOTAL ESTIMATED PRICE			d. TOTAL ESTIMATED PRICE		

10. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS

11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS

12. FUNDS DATA (Check if Applicable)

- a.  ADDITIONAL FUNDS IN THE AMOUNT OF \$\_\_\_\_\_ ARE REQUIRED (See Justification Block 13)
- b.  FUNDS IN THE AMOUNT OF \$\_\_\_\_\_ ARE NOT REQUIRED AND MAY BE WITHDRAWN

13. REMARKS

DOE Point of Contact: Teresa Hope  
 Phone: (865) 576-0646  
 Fax: (865) 576-2554  
 E-Mail: hopetr@oro.doe.gov

FUNDS WERE PROVIDED UNDER THE AMERICAN  
 RECOVERY AND REINVESTMENT ACT OF 2009.

14. ACCEPTING ACTIVITY (Complete Address) U. S. Department of Energy, Oak Ridge Office P. O. Box 2001, Oak Ridge, Tennessee 37831	15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Judith S. Wilson, Contracting Officer
	16. SIGNATURE 
	17. DATE 6/3/09

Financial Plan Number: 1  
 Contract Modification Number: 217  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battell

Fiscal Year: 2009  
 Fiscal Month: 09

# Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: June 9, 2009 at 09:45:11 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	0.00	0.00	4,600,000.00	4,600,000.00	4,600,000.00
<i>AY 2009 - AFRA - F.JXT091076W1, Decentralization of Facilities from Central Heat Plant, Phase 1 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00
<i>AY 2009 - AFRA - F.JXT0710231, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	0.00	0.00	470,000.00	470,000.00	470,000.00
<i>AY 2009 - AFRA - F.JXT091077, Building 800 (VQ) Decentralization from Central Plant - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	0.00	0.00	4,500,000.00	4,500,000.00	4,500,000.00
<i>AY 2009 - AFRA - F.JXT091076W2, Decentralize Facilities from Central Heat Plant, Phase 2 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	0.00	0.00	4,500,000.00	4,500,000.00	4,500,000.00
<i>AY 2009 - AFRA - F.JXT091076E1, Decentralization of Facilities from Central Heat Plant, Phase 1 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	0.00	0.00	3,500,000.00	3,500,000.00	3,500,000.00
<i>AY 2009 - AFRA - F.JXT091076E2, Decentralization of Facilities from Central Heat Plant, Phase 2 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	0.00	0.00	3,700,000.00	3,700,000.00	3,700,000.00
<i>AY 2009 - AFRA - F.JXT091076E3, Decentralization of Facilities from Central Heat Plant, Phase 3 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	WV05602	0.00	0.00	1,800,000.00	1,800,000.00	1,800,000.00
<i>AY 2009 - AFRA - F.JXT0710232, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 5793404</i>														
<b>Total for Program Parent/Control Point: 400000000</b>										0.00	0.00	24,170,000.00	24,170,000.00	24,170,000.00
<b>Total for Fund Type: 3X</b>										0.00	0.00	24,170,000.00	24,170,000.00	24,170,000.00
<b>Total for Recipient Code: OR</b>										0.00	0.00	24,170,000.00	24,170,000.00	24,170,000.00
<b>Total for Reporting Entity: 470002</b>										0.00	0.00	24,170,000.00	24,170,000.00	24,170,000.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										0.00	0.00	24,170,000.00	24,170,000.00	24,170,000.00

Attachment 2



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 18, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 218**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$5,785,000 to the contract for Work Authorization No. KC/OR41/9/ARRA-1 entitled "Nanoscale Science Research Centers".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 218	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003222	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$5,785,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery TAS::89 0227

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 6/18/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/218	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0227::TAS Recovery - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY; Nanoscale Science Research Centers Incrementally Funded Amount: \$9,077,037,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Nanoscale Science Research Centers”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$5,785,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,462,600,012.63 to \$9,468,385,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

Work Authorization Number	Work Authorization Title
(Number from Block 8 of the Work Authorization) WA No. KC/OR41/9/ARRA-1 (Attachment 1)	Nanoscale Science Research Centers

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



U.S. DEPARTMENT OF ENERGY CONTACT WORK AUTHORIZATION		
1a. Project Title: Basic Energy Sciences – Nanoscale Science Research Centers (Project code 2005040)		1b. Work Proposal Number (if applicable): Various
2. Headquarters Program Point of Contact. Name: Harriet H. Kung Organization Code: SC-22 Telephone No.: (301) 903-3081		
3. Headquarters Budget Point of Contact. Name: Mike Osinski Organization Code: SC-41 Telephone No.: (301) 903-3590		
4. Responsible Program: Basic Energy Sciences		5. Responsible Secretarial Officer: Under Secretary for Science
6. Responsible Field Organization: Oak Ridge Office		
7a. Site and Facility Management Contractor: UT - Battelle LLC - Oak Ridge National Laboratory		7b. Contractor Point of Contact. Name: Mike Simonson Telephone No.: (865) 574-5081
8. Work Authorization Number: KC/OR41/9/ARRA-1		9. Revision Number: 00
10. Funds Authorized (\$ in thousands). B&R Code: KC Previous: \$0 Change: \$+5,785 Current: \$5,785		
11. Performance Period Covered by Funds. From: 02/17/09 To: 09/30/10		12. Work Start Date: June 2009
13. Expected Completion Date: March 2012		
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. <u>Specific Recovery Act Statement of Work:</u> Equipment funds in the amount of \$5,785,000 are provided under KC020401D EQU to update, upgrade, or expand capabilities of the Center for Nanophase Materials to conduct leading-edge science and serve users. Specifically, funds are provided as follows: \$1,700,000 - Electron Microscopy with Soft-Material Emphasis \$ 815,000 - Low-Temperature Non-Contact Force Microscopy for Molecular Imaging of Photoactive Interfaces \$ 600,000 - Two Computational Cluster Units of Oak Ridge Institutional Cluster \$ 600,000 - Small-angle X-ray Diffraction for Nanomaterials and Films \$ 660,000 - In Situ Electron Spectroscopy for Interface States, Magnetism, Catalysis, and Multiferroics \$ 580,000 - Physical Vapor Deposition Tool for the Formation of Embedded Nanoparticle Assemblies \$ 390,000 - Variable Temperature STM/AFM Addition to Four-Probe STM for Probing Electronic, Topographic, and Transport Properties In Situ \$ 440,000 - Advanced Optical Profilometer with Dynamic 3-D Analysis Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official. Name (typed): Harriet H. Kung Signature: <i>Harriet H. Kung</i> Date: 6/3/09		
17. DOE Field Organization Official. Name (typed): Signature: <i>M. A. Borton</i> Date: 6-4-09		
18. Contractor's Authorized Representative. <i>CRM 6/4/09 for Jim Moore</i> Name (typed): Signature: <i>M. A. Borton</i> Date: 6-5-09		
19. DCE Contracting Officer (or delegated representative). Name (typed): Signature: <i>Mark D. Mullin</i> Date: 6/4/09		

Basic Energy Sciences  
 FY 2009 May Emergency Recovery Act Program Guidance Attachment  
 Nanoscale Science Research Centers - Project Code: 2005040

		----- Approved Obligations -----			----- Approved Costs -----		
		Current	Change	Proposed	Current	Change	Proposed
OAK RIDGE NATIONAL LABORATORY							
Operating Expenses							
KC02	Materials Sciences and Engineering						
KC020401D	ORNL Center for Nanophase Materials Sciences						
	EQU	0	5,785,000	5,785,000	0	5,785,000	5,785,000
	Total KC020401D	0	5,785,000	5,785,000	0	5,785,000	5,785,000
	Total KC02	0	5,785,000	5,785,000	0	5,785,000	5,785,000
	Total Operating Expenses	0	5,785,000	5,785,000	0	5,785,000	5,785,000
	Total OAK RIDGE NATIONAL LABORATORY	0	5,785,000	5,785,000	0	5,785,000	5,785,000

Office: Basic Energy Sciences, Office of Science  
 Recovery Project Name: Nanoscale Science Research Centers (Project code 2005040)

**Major Milestones**

For Grants, Contracts, and Hiring Actions associated with implementing Recovery Act, provide dates for the major milestones. For NEPA reviews, provide the type of review expected and the associated major milestones with dates. Include dollar amounts where appropriate. Add duplicate lines as needed. Provide comments as needed to highlight and clarify milestones.

	Grants	DATE	Amount (\$M)	Comments
1	Post synopsis on grants.gov/recovery.gov			
2	Post full announcement on grants.gov			
3	Close Date for proposals			
4	Complete proposal reviews			
5	Select Grant(s) for Award(s)			
6	Award Grant(s)			
7	Initial Funds Distribution			
8	Intermediate Funds Distribution(s) (i.e. expected draw schedule)			
9	Final Funds Distribution			

	Use of Existing Grants	DATE	Amount (\$M)	Comments
1	Request a Revised Budget/Terms and Conditions			
2	Negotiate Revised Budget/Terms and Conditions			
3	Award Revised Budget/Terms and Conditions			
4	Initial Recovery Act Funds Distribution			
5	Intermediate Recovery Act Funds Distribution(s)			
6	Final Recovery Act Funds Distribution			

	Use of Existing Contracts	DATE	Amount (\$M)	Comments
1	Request a Revised Proposal/Contract			
2	Negotiate Revised Proposal/Contract			
3	Award Modification after Signature			
4	Initial Recovery Act Funds Distribution	June 2009	\$25.00	
5	Intermediate Recovery Act Funds Distribution(s)			
6	Final Recovery Act Funds Distribution			

	Contracts	DATE	Amount (\$M)	Comments
1	Post synopsis at FBO/Recovery.gov			
2	Post RFP on DOE website			
3	Close Date for RFP Submissions			
4	Complete RFP Evaluations (technical and cost/price)			
5	Select Source(s)			
6	Award instrument after Signature			
7	Initial Funds Distribution			
8	Intermediate Funds Distribution(s) (i.e. monthly disbursements)			
9	Final Funds Distribution			

	NEPA Anticipated level of NEPA review, (i.e., CX, EA or EIS. (for CX, cite which one is applicable.)	DATE	Comments
1	Begin DOE NEPA Review		SC will review existing NEPA documentation for the 5 NSRCs in light of the proposed new capital equipment and determine whether any additional analysis is needed.
2	Initial Determination on CX, EA, or EIS		
3	If CX, cite which one is applicable.	10/6/2003	BNL: B1.23, Demolition/disposal of buildings; and B3.6, Siting/construction/operation/decommissioning of facilities for bench-scale research, conventional laboratory operations, small-scale research and development and pilot projects
4	If EA, complete EA (including state/tribal review)	6/27/2003	ANL: Advanced Photon Source EA (DOE/EA-1455)
5	If EA demonstrates no significant impact, issue FONSI	6/27/2003	
	If EA, complete EA (including state/tribal review)	Feb-03	LBNL: Molecular Foundry NSRC EA (DOE/EA-1441)
	If EA demonstrates no significant impact, issue FONSI	3/6/2003	
	If EA, complete EA (including state/tribal review)	6/1/2001	ORNL: ORNL Facilities Revitalization Project EA (DOE/EA-1362)
	If EA demonstrates no significant impact, issue FONSI	6/1/2001	
	If EA, complete EA (including state/tribal review)	3/31/2003	SNL/LANL: Center for Integrated Nanotechnologies EA (DOE/EA-1457)
	If EA demonstrates no significant impact, issue FONSI	4/7/2003	
6	If EA identifies potentially significant impact, initiate EIS		
7	If EIS, publish Notice of Intent in Federal Register with minimum 30-day comment period		
8	If EIS, publish Draft EIS with minimum 45-day comment period		
9	If EIS, conduct public hearing(s) for Draft EIS		
10	If EIS, publish Final EIS		
11	Complete NEPA Review/Issue Record of Decision		

	HR	DATE	Comments
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Office: Basic Energy Sciences, Office of Science  
 Recovery Project Name: Nanoscale Science Research Centers (Project code 2005040)

**Major Milestones**

For Grants, Contracts, and Hiring Actions associated with implementing Recovery Act, provide dates for the major milestones. For NEPA reviews, provide the type of review expected and the associated major milestones with dates. Include dollar amounts where appropriate. Add duplicate lines as needed. Provide comments as needed to highlight and clarify milestones.

1	Identify hiring requirement			
2	Develop position description and crediting plan			
3	Announce position			
4	Close announcement			
5	Issue Selection Certificates			
6	Complete interviews			
7	Select new hire(s)			
8	Negotiate employee start date			
9	New employee(s) begins work			

Office: Basic Energy Sciences, Office of Science  
 Recovery Project Name: Nanoscale Science Research Centers (Project code 2005040)

**Major Milestones**

For Grants, Contracts, and Hiring Actions associated with implementing Recovery Act, provide dates for the major milestones. For NEPA reviews, provide the type of review expected and the associated major milestones with dates. Include dollar amounts where appropriate. Add duplicate lines as needed. Provide comments as needed to highlight and clarify milestones.

Weekly/Monthly Milestones				
Provide weekly milestones through May 8th				
and Monthly milestones thereafter through Sept 2011 (add lines as necessary)		DATE	Amount (\$/M)	Comments
1	Equipment Requests Received from NSRCs	3/8/2009		
2	Equipment Requests Received from NSRCs	3/13/2009		
3	Equipment Requests Received from NSRCs	3/20/2009		
4	External Review of Requests	3/27/2009		
5	External Review of Requests	4/3/2009		
6	External Review of Requests	4/10/2009		
7	External Review of Requests	4/17/2009		
8	Internal Review of Requests	4/24/2009		
9		5/1/2009		
10	90% of equipment allocations made by BES for the NSRCs	5/8/2009		
		5/15/2009		
		5/22/2009		
		5/29/2009		
12	Remaining 10% of equipment allocations made by BES for the NSRCs; Allocations made to the NSRCs based on BES input; Funds obligated by Laboratories for NSRC funds	J-09		
13		J-09		
14		A-09		
15		S-09		
16		O-09		
17		N-09		
18		D-09		
19		J-10		
20		F-10		
21		M-10		
22		A-10		
23		M-10		
24		J-10		
25		J-10		
26		A-10		
27		S-10		
28		O-10		
29		N-10		
30		D-10		
31		J-11		
32		F-11		
33		M-11		
34		A-11		
35		M-11		
36		J-11		
37		J-11		
38		A-11		
39		S-11		

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**  
Attachment A will be provided at a later date.

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

<b>Deliverables</b>	<b>Schedule</b>	<b>Metrics</b>

**Section C: Contractor Recovery Act Deliverables**

Financial Plan Number: 3  
 Contract Modification Number: 218  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 09

## Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: June 9, 2009 at 09:47:17 AM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000F	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	540,000.00	0.00	540,000.00	540,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										0.00	540,000.00	0.00	540,000.00	540,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	0.00	5,785,000.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										0.00	0.00	5,785,000.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<b>Total for Fund Type: WO</b>										0.00	71,108,000.00	5,785,000.00	76,893,000.00	76,893,000.00
<b>Total for Recipient Code: OR</b>										0.00	71,108,000.00	5,785,000.00	76,893,000.00	76,893,000.00
<b>Total for Reporting Entity: 470002</b>										0.00	71,108,000.00	5,785,000.00	76,893,000.00	76,893,000.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										0.00	71,108,000.00	5,785,000.00	76,893,000.00	76,893,000.00

Attachment 2

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 219		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		CODE 099114287		FACILITY CODE	
		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.97, Mutual Agreement, and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the acceptance of Thomas Zacharia as "Deputy Director, Science and Technology" and Martin Keller as "Associate Laboratory Director, Biological and Environmental Sciences". The revised list also reflects the current "Vacant" status for the key personnel positions of "Associate Laboratory Director, National  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/29/09	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/29/09



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/219	2	2

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Security" and "Associate Laboratory Director, Computing and Computational Sciences". Period of Performance: 04/01/2000 to 03/31/2010				

## APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, “Key Personnel.”

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	Thomas Zacharia
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Biological and Environmental Sciences	Martin Keller
7. Associate Laboratory Director, Energy and Engineering Sciences	Dana Christensen
8. Associate Laboratory Director, National Security	Vacant
9. Associate Laboratory Director, Computing and Computational Sciences	Vacant
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Joseph Herndon
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 25, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 220**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$2,000,000 to the contract for Work Authorization No. FD/04029/41 entitled "Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work".

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 220	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003830	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		(x) 9B. DATED (SEE ITEM 11)	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,000,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery TAS::89 0253::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	6/25/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-000R22725/220	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0253::TAS Recovery - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY; Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work Incrementally Funded Amount: \$9,079,037,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$2,000,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,468,385,012.63 to \$9,470,385,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FD/04029/41 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
DEFENSE**

1a. Project Title: Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work (Project Code 2002101)	1b. Work Proposal Number (if applicable): NA	
2. ORO EM Program Point of Contract.		
Name: J. T. Howell	Organization Code: EM-90 Telephone No. 865 574 3981	
3. ORO Budget Point of Contract.		
Name: T. T. Blaine	Organization Code: FM-72 Telephone No. 865 576-5150	
4. Responsible Program: EM	5. Responsible Secretarial Officer: Assistant Manager for Environmental Management	
6. Responsible Field Organization: Oak Ridge Office		
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory UT-Battelle, LLC	7b. Contractor Point of Contact: Name L. B. Telephone No: 865 576 1760 McGetrick	
8. Work Authorization Number: FD/04029/41	9. Revision Number:* 0	
10. Funding Authorized ( <del>\$ in thousands</del> ) <i>ORL 6-15-07</i>		
Budget and Reporting Code: FD0412000	Previous: \$0 Change: +\$2,000,000 Current: \$2,000,000	
11. Performance Period Covered by Funds.	12. Work Start Date:	13. Expected Completion Date:
From: 6/12/09 To: 9/30/2011	6/2009	9/2011
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.		
<p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and Sc-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>UT-B will provide the following general services for the EM ARRA Defense funded projects listed below:</p> <ul style="list-style-type: none"> <li>-Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.</li> <li>-Provide Utility Isolation for facilities to be demolished.</li> </ul>		

- Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
- Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
- Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
- Coordinate Environmental Compliance Activities involving Site-wide issues.
- Coordinate site space usage.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

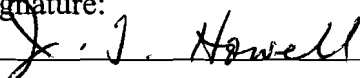
Specific Work Supported by this authorization is as follows

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells) - (\$500,000)
2. ORNL Small Facilities Completion Demolition - (\$500,000)
3. Core hole 8 Remediation - (\$100,000)
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) - (\$200,000)
5. Bethel Valley Groundwater Early Actions (Pump and Treat) - (\$100,000)
6. Melton Valley Sentinel Wells - (\$100,000)
7. Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation) - (\$500,000)

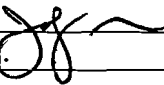
(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
 The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

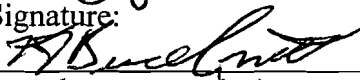
16. Work Authorization Program Official

Name (typed): J. T. Howell	Signature: 	Date: 6/12/09
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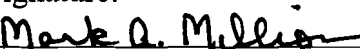
17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: 	Date: 6/12/09
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18. Contractor's Authorized Representative:

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 6/12/09
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 6/15/09
----------------------------------	---	------------------

\* The revision number will consist of a 2-digit program identifier, 4-digit sequential number, and the last digit of the fiscal year.



ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Defense funded contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

# Financial Plan Report - Detail

Financial Plan Number: 2

Contract Modification Number: 220

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: June 24, 2009 at 06:52:46 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		0.00	0.00	100,000.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Melton Valley Sentinel Wells.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		0.00	14,000,000.00	0.00	14,000,000.00	14,000,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$14,000,000 for Building 3026 Demolish Wooden Superstructure.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Management, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for ORNL Small Facilities Completion Demolition.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		0.00	0.00	100,000.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Corehole 8 Remediation.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		0.00	0.00	200,000.00	200,000.00	200,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$200,000 for Bethel Valley Burial Grounds (Cap SWSA 1 and 3).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		0.00	0.00	100,000.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Bethel Valley Groundwater Early Actions (Pump and Treat).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation).</i>														
<b>Total for Program Parent/Control Point: FD0412000</b>										0.00	14,000,000.00	2,000,000.00	16,000,000.00	16,000,000.00
<b>Total for Fund Type: EZ</b>										0.00	14,000,000.00	2,000,000.00	16,000,000.00	16,000,000.00
<b>Total for Recipient Code: OR</b>										0.00	14,000,000.00	2,000,000.00	16,000,000.00	16,000,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										0.00	14,000,000.00	2,000,000.00	16,000,000.00	16,000,000.00

Attachment 2



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 25, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 221**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$2,000,000 to the contract for Work Authorization No. FE/01029/41 entitled "Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 221	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003831	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999	
CODE 099114287	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$2,000,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0335::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 6/25/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/221	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0335::TAS Recovery - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY; Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work Incrementally Funded Amount: \$9,081,037,091.00				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$2,000,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,470,385,012.63 to \$9,472,385,012.63.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FE/01029/41 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
NON DEFENSE**

1a. Project Title: Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)

1b. Work Proposal Number (if applicable): NA

2. ORO EM Program Point of Contract.

Name: J. T. Howell

Organization Code: EM-90

Telephone No. 865 574 3981

3. ORO Budget Point of Contract.

Name: ~~T. T. Blaine~~

Organization Code: ~~FM-72~~

Telephone No. ~~865 576-5150~~

4. Responsible Program: EM

5. Responsible Secretarial Officer:

Assistant Manager for Environmental Management

6. Responsible Field Organization:

Oak Ridge Office

7a. Site and Facility Management Contractor:

Oak Ridge National Laboratory  
UT-Battelle, LLC

7b. Contractor Point of Contact.

Name L. B.  
McGetrick

Telephone No: 865 576 1760

8. Work Authorization Number: FE/01029/41

9. Revision Number:\* 0

10. Funding Authorized (~~\$ in thousands~~):

*ARRA 6-15-09*

Budget and Reporting Code:  
FE0115000

Previous: \$0

Change:  
+2,000,000

Current: \$2,000,000

11. Performance Period Covered by Funds.

12. Work Start Date:

13. Expected Completion Date:

From: 6/12/09 To: 9/30/2011

6/2009

9/2011

14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the ARRA EM non defense funded projects listed below:

-Coordination with Laboratory Operations including integration of EM work into overall master plan and

schedule for ORNL Central Campus activities.

- Provide Utility Isolation for facilities to be demolished.
- Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
- Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
- Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
- Coordinate Environmental Compliance Activities involving Site-wide issues.
- Coordinate site space usage.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc., as required to support the IDIQ contractor in their efforts
- Provide technical support during operational responsibility transfer of facility 2026 from UT-B to the EM IDIQ contractor.

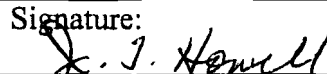
Specific Work Supported by this authorization is as follows

1. Central Campus Legacy Material Removal Project – (\$500,000)
2. General Maintenance Facilities Demolition Project – (\$500,000)
3. Southeast Laboratory Complex Demolition Project – (\$500,000)
4. 2026 Complex Legacy Material Removal Project – (\$500,000)

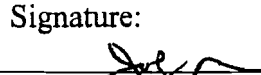
(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): J. T. Howell	Signature: 	Date: 6/12/09
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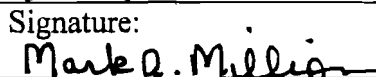
17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: 	Date: 6/12/09
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18. Contractor's Authorized Representative

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 6/12/09
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 6/15/09
----------------------------------	---	------------------

\* The revision number will consist of a 2-digit program identifier, 4-digit sequential number, and the last digit of the fiscal year.



ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Non Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Non Defense funded contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

Financial Plan Number: 2  
 Contract Modification Number: 221  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 09

**Financial Plan Report - Detail**

Site: OR  
 Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)**

Report Generated on: June 24, 2009 at 06:54:31 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		0.00	12,800,000.00	0.00	12,800,000.00	12,800,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Incremental cost authority of \$3,250,000 may not be exceeded for 2000 Complex.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473063	2002230	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Cost authority is \$500,000 for Central Campus Legacy Material Removal Project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473064	2002230	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Cost authority is \$500,000 for General Maintenance Facilities Demolition Project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473065	2002230	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Cost authority is \$500,000 for Southeast Laboratory Complex Demolition Project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473066	2002230	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Cost authority is \$500,000 for 2026 Complex Legacy Material Removal Project.</i>														
<b>Total for Program Parent/Control Point: FE0115000</b>										0.00	12,800,000.00	2,000,000.00	14,800,000.00	14,800,000.00
<b>Total for Fund Type: UQ</b>										0.00	12,800,000.00	2,000,000.00	14,800,000.00	14,800,000.00
<b>Total for Recipient Code: OR</b>										0.00	12,800,000.00	2,000,000.00	14,800,000.00	14,800,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)</b>										0.00	12,800,000.00	2,000,000.00	14,800,000.00	14,800,000.00

Attachment 2



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 29, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 222**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates an additional \$38,513,826.97 to the contract.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2   <i>MM</i>
2. AMENDMENT/MODIFICATION NO. 222	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC003965	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$38,513,826.97

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,510,898,839.60. This represents an increase of \$38,513,826.97, from \$9,472,385,012.63 to \$9,510,898,839.60.

Continued *MM*

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 6/29/09

NSN 7540-01-152-8070  
Previous edition unusable

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



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

June 29, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 223**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$100,000 to the contract for Revision No. 1 to Work Authorization No. 470002-20476-09 entitled "Federal Lab Support for Recovery Act Transactions ARRA FY09".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
223	See Block 16C	09SC004280	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-000R22725	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	10/18/1999	
099114287			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$100,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clause I.143, P.L. 95-91, and P.L. 111-5

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	6/29/09

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/223	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0331::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Revision No. 1 to the project entitled "Federal Lab Support for Recovery Act Transactions RRA FY09" Incrementally Funded Amount: \$9,119,650,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for Revision No. 1 to the Work Authorization for the project entitled “Federal Lab Support for Recovery Act Transactions ARRA FY09”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$100,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,510,898,839.60 to \$9,510,998,839.60.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 470002-20476-09 (Revision No. 1) (Attachment 1)	Federal Lab Support for Recovery Act Transactions ARRA FY09
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



<b>U.S. DEPARTMENT OF ENERGY</b>		09-14017
<b>CONTRACT WORK AUTHORIZATION</b>		
1a. Project Title: Federal Lab Support for Recovery Act Transactions ARRA FY09		1b. Work Proposal Number (if applicable):
2. Headquarters Program Point of Contact: Name: Mark Bailey      Organization Code: EE-2K      Telephone No.: (202) 586-9424		
3. Headquarters Budget Point of Contact: Name: Thomas Heavey      Organization Code: EE-3B      Telephone No.: (202) 586-4501		
4. Responsible Program: Office of Weatherization and Intergovernmental Program		5. Responsible Secretarial Officer: Assistant Secretary for Energy Efficiency & Renewable Energy
6. Responsible Field Organization: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Greg Turner      Telephone No.: (865) 241-0648
8. Work Authorization Number: 470002-20476-09		9. Revision Number: # 1      null, 6/5/09
10. Funds Authorized (\$ in thousands). B&R Code: EB51      Previous: <del>\$200,000</del> null, 6/17/09      Change: <del>\$100,000</del> null, 6/17/09      Current: \$300,000		
11. Performance Period Covered by Funds. From: 6/5/09      To: 9/30/10		12. Work Start Date: 6/5/09
13. Expected Completion Date: 9/30/10		
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H. 999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  <b><u>Specific Recovery Act Statement of Work:</u></b> Funding in the amount of <b>\$300,000.00</b> is authorized for Management and Oversight (Program Direction). Funds are to enable the Laboratory to provide project management and technical staff assistance to applicants of DOE's Office of Energy Efficiency and Renewable Energy American Reinvestment and Recovery Act programs as requested by the NREL Point of Contact responsible for these programs. Efforts include providing subject matter experts to support recipients in developing their projects and providing content review for block grant applications. Authorized use of funding also includes travel, training, salaries, and related expenses required to implement this work.  <b>ARRA funding information:</b> <b>Fund: 05794, Appropriation: 89-09/10-0331 , Allottee: 60,</b> <b>B&amp;R Code/Program Value: EB5100000-05794-1005098</b> <b>Project Code: 2004040</b>		

**U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION**

-100036-20476-09

*Continued Page 2*

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

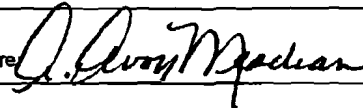
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Avon Meacham

Signature:



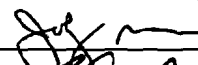
Date:

6/4/09

17. DOE Field Organization Official.

Name (typed): Johnny Moore

Signature:



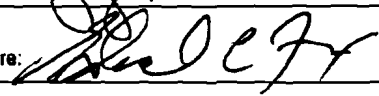
Date:

6/19/09

18. Contractor's Authorized Representative.

Name (typed):

Signature:



Date:

6/19/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark MILLION

Signature:



Date:

6/17/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall review and evaluate EECBG grants in accordance with the schedule and milestones established by the procurement team. Milestones: Provide technical assistance and application review for block grant applications as requested.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will become proficient, knowledgeable and subject matter experts in EECBG grant reviews and evaluations. All reviews and evaluations will be conducted and completed in accordance with the procedures, milestones and schedule specified by the procurement team. The contractor will be assessed on the quality and completeness of EECBG grant reviews and evaluations. This will include the ability to successfully articulate and apply the goals and objectives of EECBG in conducting reviews and evaluations.

### **Section C: Contractor Recovery Act Deliverables**

- Attend and participate in EECBG training June 9-10, 2009, in Golden, Colorado.
- Review and evaluate EECBG materials in support of the procurement team and established procedures, milestones and schedule.
- Participate in EECBG implementation as subject matter experts as required.

Financial Plan Number: 3  
 Fiscal Year: 2009  
 Contract Modification Number: 223  
 Fiscal Month: 09  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

**Financial Plan Report - Detail**

Site: OR  
 Page 1 of 1  
 Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: June 29, 2009 at 09:27:36 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	200,000.00	100,000.00	300,000.00	300,000.00
AY 2009 - Work Authorization Number 470002-20476-09														
Total for Program Parent/Control Point: EB5100000										0.00	200,000.00	100,000.00	300,000.00	300,000.00
Total for Fund Type: ZT										0.00	200,000.00	100,000.00	300,000.00	300,000.00
470002	05797	ZW	1004760	W10702000	25400	0000000	2004360	0000000		0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
AY 2009 - Work Authorization Number: W1-470002-18777-09														
Total for Program Parent/Control Point: W10702000										0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
Total for Fund Type: ZW										0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
Total for Recipient Code: OR										0.00	6,000,000.00	100,000.00	6,100,000.00	6,100,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										0.00	6,000,000.00	100,000.00	6,100,000.00	6,100,000.00

Attachment 2

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
224	See Block 16C	09SC004543			
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231					
CODE 099114287		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 11) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$60,000.00  
 See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

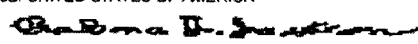
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Recovery TAS::89 0227::TAS  
 New Total Obligated Amount for this Award:  
 \$9,511,058,839.60  
 See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Barbara J. Jackson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			07/07/2009
		(Signature of Contracting Officer)	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/224	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0227::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Revision No. 1 to the project entitled "Federal Lab Support for Recovery Act Transactions RRA FY09" Incrementally Funded Amount: \$9,119,710,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for Revision No. 01 to the Work Authorization for the project entitled “Nuclear Physics – Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (2005190)”.

B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$60,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,510,998,839.60 to \$ 9,511,058,839.60.

C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KB/OR41/9/ARRA-1 (Number from Block 8 of the Work Authorization)	Nuclear Physics – Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (2005190)

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

F. All other terms and conditions remain unchanged.

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Nuclear Physics -- Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (2005190)</b>		1b. Work Proposal Number (if applicable): <b>Various</b>	
2. Headquarters Program Point of Contact: Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact: Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Under Secretary for Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC - Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: Telephone No.:	
8. Work Authorization Number: <b>KB/OR41/9/ARRA-1</b>		9. Revision Number: <b>01</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>KB</b> Previous: <b>\$540</b> Change: <b>+\$60</b> Current: <b>\$600*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>04/2009</b>	13. Expected Completion Date: <b>06/2010</b>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><b>Specific Recovery Act Statement of Work:</b></p> <p><b>\$60,000 in EQU funding (previously held in risk reserve) is provided under KB-04-01-02-2, bringing total funding to \$600,000, to advance funding for the Fundamental Neutron Physics Beamline MIE (41NM) thereby reducing the cost risk and schedule risk. Specifically, this funding is provided to optimize project execution by advancing the schedule for some tasks as compared to the previously approved project plan.</b></p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes Capital Equipment \$600,000.



**Continuation of WAS - Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL)  
(2005190)**

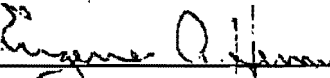
15. Reporting Requirements (Status reports, scientific and technical information, or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature:



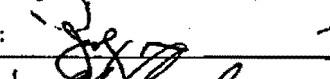
Date:

6/11/09

17. DOE Field Organization Official.

Name (typed): Johnny Moore

Signature:



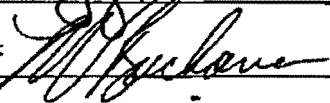
Date:

6/29/09

18. Contractor's Authorized Representative.

Name (typed): Michelle Buchanan <sup>CRM</sup>

Signature:



Date:

7/2/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature:



Date:

6/29/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (2005190)**

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>
3Q FY09: Begin Utilities
4Q FY09: Begin HVAC
1Q FY10: Complete Utilities and HVAC
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>
▪ Complete Utilities and HVAC efforts for FNPB External Experimental Building.
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>
▪ Utilities and HVAC for FNPB External Experimental Building

Financial Plan Number: 4  
 Contract Modification Number: 224  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battell

Fiscal Year: 2009  
 Fiscal Month: 10

**Financial Plan Report - Detail**

Site: OR

Page 1 of 1  
 Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: July 7, 2009 at 08:15:43 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9</i>														
Total for Program Parent/Control Point: 39KG01000PRN08SC71000										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	540,000.00	60,000.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1 Revision 01; MIE 41NM</i>														
Total for Program Parent/Control Point: KB0000000										0.00	540,000.00	60,000.00	600,000.00	600,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1</i>														
Total for Program Parent/Control Point: KC0200000										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9</i>														
Total for Program Parent/Control Point: KG0900000										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
Total for Fund Type: WO										0.00	76,893,000.00	60,000.00	76,953,000.00	76,953,000.00
Total for Recipient Code: OR										0.00	76,893,000.00	60,000.00	76,953,000.00	76,953,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										0.00	76,893,000.00	60,000.00	76,953,000.00	76,953,000.00

NOT SPECIFIED /OTHER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 225	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005025	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See page 3. Net Increase: \$2,250,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery TAS::89 0227::TAS  
New Total Amount for this Award: \$9,513,308,839.60  
See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Barbara J. Jackson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			07/1/09
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 225	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005025	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		9B. DATED (SEE ITEM 11)		
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 11) 10/18/1999		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See page 3. Net Increase: \$2,250,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

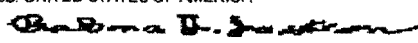
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Recovery TAS::89 0227::TAS  
 New Total Amount for this Award: \$9,513,308,839.60  
 See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Barbara J. Jackson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			07/10/2009
		(Signature of Contracting Officer)	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/225	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0227::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Project Entitled "Nuclear Physics - Enhanced AIP Funing at NP User Facilities (2005220)" Incrementally Funded Amount: \$9,121,960,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for Revision No. 01 to the Work Authorization for the project entitled “Nuclear Physics – Enhanced AIP Funding at NP User Facilities (2005220)”.

B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$2,250,000.00 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,511,058,839.60 to \$9,513,308,839.60.

C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KB/OR41/9/ARRA-2 (Number from Block 8 of the Work Authorization)	Nuclear Physics – Enhanced AIP Funding at NP User Facilities

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

F. All other terms and conditions remain unchanged.

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Nuclear Physics – Enhanced AIP funding at NP user facilities (2005220)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact: Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact: Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Under Secretary for Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>B. Alan Tatum</b> Telephone No.: <b>865-574-4759</b>	
8. Work Authorization Number: <b>KB/OR41/9/ARRA-2</b>		9. Revision Number: <b>00</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>KB</b> Previous: <b>\$0</b> Change: <b>+\$2,250</b> Current: <b>\$2,250*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>05/2009</b>	13. Expected Completion Date: <b>02/2013</b>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision <del>H-999</del><sup>H-510</sup> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p><b>\$2,250,000 in AIP funding</b> is currently provided under KB-04-02-01-1 to refurbish the HRIBF 70-year old motor generator and the tandem generator. An additional <b>\$250,000</b> is anticipated in a subsequent AFP following the risk assessment process, bringing the total to <b>\$2,500,000</b>. Specifically, this funding is provided to improve the facility operation and reliability of HRIBF.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes AIP funding \$2,250,000.



**Continuation of WAS - Enhanced AIP funding at NP user facilities (2005220)**

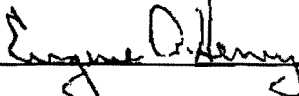
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature:



Date:

5/29/09

17. DOE Field Organization Official.

Name (typed):

Signature:



Date:

6/17/09

18. Contractor's Authorized Representative.

Name (typed):

Signature:



Date:

6/18/08

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million

Signature:



Date:

6/17/09

Financial Plan Number: 5  
 Contract Modification Number: 225  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battell

Fiscal Year: 2009  
 Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: July 9, 2009 at 04:08:37 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	0.00	2,250,000.00	2,250,000.00	2,250,000.00
<i>AY 2009 - KB/OR41/0/ARRA-2 Rev 00</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										0.00	600,000.00	2,250,000.00	2,850,000.00	2,850,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<b>Total for Fund Type: WO</b>										0.00	76,953,000.00	2,250,000.00	79,203,000.00	79,203,000.00
<b>Total for Recipient Code: OR</b>										0.00	76,953,000.00	2,250,000.00	79,203,000.00	79,203,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										0.00	76,953,000.00	2,250,000.00	79,203,000.00	79,203,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3
2. AMENDMENT/MODIFICATION NO. 226	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005355	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$100,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

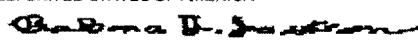
Subj to Retent: N  
Recovery TAS::89 0331::TAS

New Total Obligated Amount for this Award:  
\$9,513,408,839.60  
See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

FOB: Destination  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Barbara J. Jackson		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			07/10/2009
		(Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/226

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for Revision No. 03 to the Work Authorization for the project entitled “Federal Lab Support for Recovery Act Transactions ARRA FY09”.

B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$100,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,513,308,839.60 to \$ 9,513,408,839.60.

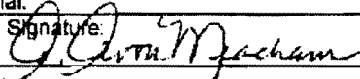

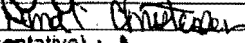

C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No.470002-20476-09 (Number from Block 8 of the Work Authorization)	Federal Lab Support for Recovery Act Transactions ARRA FY09

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

F. All other terms and conditions remain unchanged.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Federal Laboratory Support for Recovery Act Transactions ARRA FY09		1b. Work Proposal Number (if applicable): FWP# 999999999	
2. Headquarters Program Point of Contact Name: Thomas Heavey		Organization Code EE-3B	Telephone No: (202) 586-4501
3. Headquarters Budget Point of Contact Name: Thomas Heavey		Organization Code: EE-3B	Telephone No. (202) 586-4501
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin Telephone No: (865) 574- 8688	
8. Work Authorization Number: * -470002-20476-09		9. Revision Number: 3	
10. Funds Authorized during FY 2009			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB5100000-05794- 1005098	\$300,000	\$100,000	\$400,000
11. Performance period covered by funds: From: 7/8/2009 To: 9/30/2009		12. Work Start Date: 7/8/2009	13. Expected Completion Date: 9/30/2009
14. Statement of Work: Funding in the amount of \$100,000 is authorized for Program Direction. These funds are made available for Project #20476 - Federal Laboratory Support for Recovery Act Transactions ARRA FY09. These funds are to be distributed to Agreement # 19096-ORNL Support for ARRA Transactions in accordance with FWP# 999999999 Agreement: 19096; ORNL Support for ARRA Transactions. ORNL will provide direct Technical Assistance to the State Energy Program (SEP) and Conservation Block Grant (EECBG) Recovery Act recipients including assisting with developing and planning energy efficiency conservation strategies and plans, and project activity sheets in preparation for submitting applications. The Project Code for this activity is 2004040. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): A. Avon Meacham, Director OPBA	Signature: 	Date: 7/9/09	
17. DOE Field Organization Official:			
Name (typed): Johnny Moore	Signature: 	Date: 7/9/09	
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen	Signature: 	Date: 9 July 2009	
19. DOE Contracting Officer (or delegated representative)			
Name (typed):	Signature: 	Date: 7/10/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

Financial Plan Number: 4  
 Contract Modification Number: 226  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: July 10, 2009 at 04:04:57 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	300,000.00	100,000.00	400,000.00	400,000.00
<i>AY 2009 - Work Authorization Number 470002-20476-09</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	300,000.00	100,000.00	400,000.00	400,000.00
<b>Total for Fund Type: ZT</b>										0.00	300,000.00	100,000.00	400,000.00	400,000.00
470002	05797	ZW	1004760	W10702000	25400	0000000	2004360	0000000		0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
<i>AY 2009 - Work Authorization Number: W1-470002-18777-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: W10702000</b>										0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
<b>Total for Fund Type: ZW</b>										0.00	5,800,000.00	0.00	5,800,000.00	5,800,000.00
<b>Total for Recipient Code: OR</b>										0.00	6,100,000.00	100,000.00	6,200,000.00	6,200,000.00
<b>Total for Reporting Entity: 470002</b>										[REDACTED]				
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										0.00	6,100,000.00	100,000.00	6,200,000.00	6,200,000.00



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 22, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 227**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification de-obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$70,000 from the contract for the project entitled "Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 227	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005357	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease: -\$70,000.00

See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, P.L. 111-5 and Mutual Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::57 3404::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR <i>Greg L Turner</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/21/09
16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/22/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/227	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::57 3404::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Project Entitled "Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave" - Deobligation of ARRA Funds Incrementally Funded Amount: \$9,121,990,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from the project entitled “Decentralization of Facilities from Central Heat Plant”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$70,000 are hereby de-obligated from the Recovery Act activities identified in section C below. The total amount of funds obligated under this contract since its inception is decreased from \$9,513,408,839.60 to \$9,513,338,839.60.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the Military Interdepartmental Purchase Requests (MIPR) package referenced in the table below. Attachment 1 to this modification is the MIPR document (DD Form 448) requesting the de-obligation of funds previously obligated under Modification 217 to this contract.

<b>MIPR Number</b>	<b>MIPR Title</b>
F1Q3CS9055G001  (Numbers from Block 5 of the MIPR)	Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave

- D. All other terms and conditions remain unchanged.

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					PAGE 1
2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 05-JUN-09	5. MIPR NUMBER F1Q3CS9055G001	6. AMEND NO. 1	
7. TO: Ms. Teresa Hope, M-6.1 DOE Oak Ridge Field Office P.O. Box 2001 Oak Ridge, TN 37831 865-576-0646			8. FROM: (Agency, name, telephone number of originator) Jo Anne Ceramo 436 CES/CEAO 600 Chevron Ave Dover AFB DE 19902-5600 302-677-6842		
9. ITEMS <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input checked="" type="checkbox"/> HAS NOT BEEN ACCOMPLISHED.					
ITEM NO.	DESCRIPTION <small>(Federal stock number, nomenclature, specification and/or drawing No., etc.)</small>	QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE
a	b	c	d	e	f
1	Deobligation of funds in the amount of \$70,000 from project FJXT091076W1. These funds were erroneously included on the basic MIPR.  FJXT091076W1, Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave  Return copies of DD Form 448-2 MIPR Acceptance to: 1. DFAS/AILOV, 27 Arkansas Rd, Suite 207, Limestone, ME 04751 2. 436 CES/CEAO, 600 Chevron Ave, Dover AFB DE 19902-5600  //SIGNED*// 15-JUN-09 DERAMO, J., GS12 SUPV ENVIRONMENTAL ENG 436CES/CEV 445-6842	1	EA	\$ <70,000.00>	\$ <70,000.00>
10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS, SHIPPING INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.					11. GRAND TOTAL \$ <70,000.00>
12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)			13. MAIL INVOICES TO (Payment will be made by)  DFAS/AILOV 27 Arkansas Rd, Suite 207 Limestone, ME 04751 PAY OFFICE DODAAD 667100		
14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.					
ACRN	APPROPRIATION	LIMIT/SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	ACCTG STA DODAAD	AMOUNT
AA	5793404		RM9 65MH JA4449 010000 52900 22176P 667100 MO: A81991 ESP:GY PSR: 005497 PSR: 274973 DSR: 328912	F67100	\$ <70,000.00>
			21-JUN-09 SEBULSKY, T. L., SSGT CERTIFYING OFFICER 436CPTS/PNAB 302-677-4470 //DIGITALLY SIGNED*//		
15. AUTHORIZING OFFICER (Type name and title) DEETER, C. A., GS05 ACCOUNTING TECHNICIAN 436CES/CER 302-677-4736			16. SIGNATURE //SIGNED*//		17. DATE 16-JUN-09

MPR NUMBER F1Q3CS9055G001

## Document Amendment Summary

BASIC	\$	6,170,000.00
AMENDMENT 001	\$	<70,000.00>
'REVISED TOTAL	\$	6,100,000.00

\*\*The Document/Amendment Summary does not represent the Government Accounting System\*\*

Financial Plan Number: 2

Fiscal Year: 2009

Contract Modification Number: 227

Fiscal Month: 10

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 1

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: July 13, 2009 at 10:51:31 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	0.00	4,600,000.00	-70,000.00	4,530,000.00	4,530,000.00
<i>AY 2009 - Deobligation of funds in the amount of \$70,000 from project FJXT091076W1, Decentralization of facilities from Central Heat Plant, Phase 1 West of Atlantic Ave. These funds were erroneously included on the basic MIPR (ARRA funded). TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT0710231, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	0.00	470,000.00	0.00	470,000.00	470,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT091077, Building 800 (VQ) Decentralization from Central Plant - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT091076W2, Decentralize Facilities from Central Heat Plant, Phase 2 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT091076E1, Decentralization of Facilities from Central Heat Plant, Phase 1 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	0.00	3,500,000.00	0.00	3,500,000.00	3,500,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT091076E2, Decentralization of Facilities from Central Heat Plant, Phase 2 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	0.00	3,700,000.00	0.00	3,700,000.00	3,700,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT091076E3, Decentralization of Facilities from Central Heat Plant, Phase 3 - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	WV05602	0.00	1,800,000.00	0.00	1,800,000.00	1,800,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT0710232, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 5793404</i>														
<b>Total for Program Parent/Control Point: 400000000</b>										0.00	24,170,000.00	-70,000.00	24,100,000.00	24,100,000.00
<b>Total for Fund Type: 3X</b>										0.00	24,170,000.00	-70,000.00	24,100,000.00	24,100,000.00
<b>Total for Recipient Code: OR</b>										0.00	24,170,000.00	-70,000.00	24,100,000.00	24,100,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										0.00	24,170,000.00	-70,000.00	24,100,000.00	24,100,000.00

Attachment 2



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 22, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 228**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification incorporates Requirement Change Notice OR-37 into the contract.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 228	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.112 and P.L. 95-91

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



14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N


The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-37 attached hereto. Requirement Change Notice No. OR-37 covers the period of March 1, 2009 through May 31, 2009.

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/21/09
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7/22/09  (Signature of Contracting Officer)



DOE Form (04/1991)		RCN No. OR-37										
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 9										
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee										
CONTRACTOR: UT-Battelle, LLC												
CONTRACT NO.: DE-AC05-00OR22725, Clause I-112, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2005										
<p>This Requirements Change Notice (RCN) No. OR-37 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b></p> <p><b><u>ADDITIONS:</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">DOE M 205.1-6</td> <td style="width: 25%;">DOE M 205.1-7</td> <td style="width: 25%;">DOE M 205.1-8</td> <td style="width: 25%;">DOE M 470.4-4A</td> </tr> <tr> <td>DOE O 200.1A</td> <td>DOE N 456.1</td> <td></td> <td></td> </tr> </table> <p><b><u>DELETIONS:</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">DOE M 470.4-4, Change 1</td> <td style="width: 50%;">DOE O 200.1</td> </tr> </table> <p><b><u>EXTENSIONS:</u></b></p> <p><b><u>UPDATES:</u></b> WSS Set 1, Change 64</p> <p><b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b>  DOE M 205.1-4, Implementation Plan, Revision 1, submitted  DOE M 205.1-5, Implementation Plan, approved  DOE O 413.3A, Change 1, Implementation Plan, approved  DOE O 420.1B, Attachment 2, Chapter III, Implementation Plan Revision 1, submitted for closure</p> <p><b><u>ADMINISTRATIVE CORRECTION:</u></b></p>			DOE M 205.1-6	DOE M 205.1-7	DOE M 205.1-8	DOE M 470.4-4A	DOE O 200.1A	DOE N 456.1			DOE M 470.4-4, Change 1	DOE O 200.1
DOE M 205.1-6	DOE M 205.1-7	DOE M 205.1-8	DOE M 470.4-4A									
DOE O 200.1A	DOE N 456.1											
DOE M 470.4-4, Change 1	DOE O 200.1											
DOE AUTHORIZING SIGNATURE:		DATE:										
 Johnny O. Moore, Contracting Officer's Representative		6/24/07										

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE Directives				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
Compliance Line: Implementation Plan, Revision 1, approved by DOE 10/03/2008.				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
Compliance Line: Implementation Plan to be submitted to DOE after receipt of official DOE direction.				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Public Key Cryptography and Key Management		
<b>DOE O 200.1A</b>	<b>12/23/2008</b>	<b>Information Technology Management</b>		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
<b>Compliance Line: Implementation Plan, Revision 1, submitted to DOE on 03/10/2009.</b>				
DOE M 205.1-5	08/12/2008	Cyber Security Process Requirements Manual		
<b>Compliance Line: Implementation Plan approved by DOE on 05/01/2009.</b>				
<b>DOE M 205.1-6</b>	<b>12/23/2008</b>	<b>Media Sanitization Manual</b>		
<b>DOE M 205.1-7</b>	<b>01/05/2009</b>	<b>Security Controls for Unclassified Information Systems Manual</b>		
<b>DOE M 205.1-8</b>	<b>01/08/2009</b>	<b>Cyber Security Incident Management Manual</b>		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE Directives				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
Compliance Line: Implementation Plan approved by DOE on 03/27/2008.				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.4	06/29/2007	Personal Identity Verification		Expiration date extended to 06/29/2009 by DOE N 251.74.
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE Directives				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
<b>Compliance Line: Implementation Plan approved by DOE on 5/27/2009.</b>				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				

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DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
<b>Compliance Line 1: Implementation Plan, Revision 1, submitted to DOE for closure on 04/29/2009 for DOE O 420.1B, Attachment 2, Chapter III.</b>				
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	ES&H-related Directive included in WSS. See Footnote (2).

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
<b>DOE N 456.1</b>	<b>01/05/2009</b>	<b>The Safe Handling of Unbound Engineered Nanoparticles</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (2).</b>
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/2006.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
<b>DOE M 470.4-4A</b>	<b>01/16/2009</b>	<b>Information Security Manual</b>		
DOE M 470.4-5	08/26/2005	Personnel Security		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (2).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (2).

Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.

**Appendix E**  
**Baseline List of**  
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DOE Directives				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		



**Appendix E**  
**Baseline List of**  
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**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b> <b>WSS Sets and S/RIDs can be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>64</b> <b>05/07/2009</b>	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	9 06/26/2008	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 12	05/15/2000	Chem-Bio Facility (Building 5507A)	1 03/12/2002	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	11 12/31/2008	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 23, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 229**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$144,000 to the contract for the project entitled "Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3
2. AMENDMENT/MODIFICATION NO. 229	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005491	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 3. Net Increase: \$144,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0227::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	7/23/09

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-000R22725/229

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0227::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Project Entitled "Fusion Energy Sciences - DIII-D Facility Upgrades (2005290)" Incrementally Funded Amount: \$9,122,134,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**


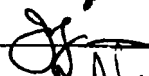
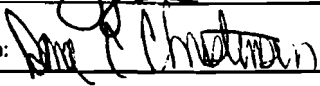

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$144,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,513,338,839.60 to \$9,513,482,839.60.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. AT/OR41/9/ARRA-1 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

<b>U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227</b>		
1a. Project Title: Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)		1b. Work Proposal Number (if applicable): Various
2. Headquarters Program Point of Contact: Name: Edmund Synakowski Organization Code: SC-24 Telephone No.: (301) 903-4941		
3. Headquarters Budget Point of Contact: Name: Karen Summers Organization Code: SC-41 Telephone No.: (301) 903-4947		
4. Responsible Program: Fusion Energy Sciences		5. Responsible Secretarial Officer: Under Secretary for Science
6. Responsible Field Organization: Oak Ridge Office		
7a. Site and Facility Management Contractor: UT-Battelle LLC (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Donald Hillis Telephone No.: 865-576-3739
8. Work Authorization Number: AT/OR41/9/ARRA-1		9. Revision Number: 00
10. Funds Authorized (\$ in thousands). B&R Code: AT Previous: \$0 Change: \$+144 Current: \$144*		
11. Performance Period Covered by Funds. <del>MM</del> From: <del>02/17/09</del> 7/24/09 To: 09/30/10		12. Work Start Date: <del>MM</del> 6/2009- 7/2009
13. Expected Completion Date: 9/2011		
<p>14. Statement of Work: see attached</p> <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>\$144,000 is provided under AT5502 to hire a post-doc to install and implement a system that will image the edge magnetic topology on the DIII-D tokamak during the application of Resonant Magnetic Perturbations (RMP). RMPs are used to suppress Edge Localized Modes (ELMs) in DIII-D because the ELMs create undesirable pulsed heat loads to the divertor and wall structures. A realistic assessment of the impact of the applied 3-d magnetic fields requires modeling of the plasma response, which in some cases can shield the perturbation and in other cases amplify it. Assessment of the field in the plasma can be accomplished with an edge imaging system. The pedestal temperature typically lies in the 0.2 - 1.0 keV, which lies in the soft X-ray emission wavelength range. Thus the leading candidate to image the edge island structure would be from a soft X-ray pinhole camera. The primary task of the postdoc will be to lead the implementation of an edge imaging system to diagnose the edge island structure in the vicinity of the DIII-D X-point region. An additional \$36,000 is anticipated in a subsequent AFP following the risk assessment process, bringing the total to \$180,000.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>		

Continuation - DIII-D Facility Upgrades (2005290) - ORNL  
AT/OR41/9/ARRA-1, Rev 00

15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official. Name (typed): Edmund Synakowski	Signature: 	Date: 6/30/09
17. DOE Field Organization Official. Name (typed): Johnny Mason	Signature: 	Date: 7/14/09
18. Contractor's Authorized Representative. Name (typed): Dana C. Christensen	Signature: 	Date: 17 July 2009
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION	Signature: 	Date: 7/14/09

\* Includes Operating of \$144,000.

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
 DIII-D Facility Upgrades (2005290) – ORNL  
 AT/OR41/9/ARRA-1, Rev 00**

<p><b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b></p>	
Secure a postdoc to focus on implementation of an edge magnetic topology imaging system	August 2009
Complete engineering design review of edge imaging system	February 2010
Install imaging system on DIII-D during the Long Torus Opening Activity	February 2011,
Commission edge imaging system with first plasma light	September 2011
<p><b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b></p>	
<p>Completed engineering design will be acceptable for implementation on the DIII-D tokamak</p>	
<p>Variation from total cost of effort will be less than 10%</p>	
<p>The task schedule will be coordinated and managed in conjunction with the planned DIII-D Long Torus Opening Activity (LTOA) such that this task does not delay the scheduled completion of the LTOA</p>	
<p>Initial data from the diagnostic will be reported at open science meetings and conferences</p>	
<p><b>Section C: <u>Contractor Recovery Act Deliverables</u></b></p>	
<p>The deliverable will be data taken to examine the edge island structure in the vicinity of the X-point in the DIII-D tokamak using an edge x-ray imaging system.</p>	



## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: July 22, 2009 at 07:24:03 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	0.00	144,000.00	144,000.00	144,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										0.00	0.00	144,000.00	144,000.00	144,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,250,000.00	0.00	2,250,000.00	2,250,000.00
<i>AY 2009 - KB/OR41/0/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										0.00	2,850,000.00	0.00	2,850,000.00	2,850,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<b>Total for Fund Type: WO</b>										0.00	79,203,000.00	144,000.00	79,347,000.00	79,347,000.00
<b>Total for Recipient Code: OR</b>										0.00	79,203,000.00	144,000.00	79,347,000.00	79,347,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										0.00	79,203,000.00	144,000.00	79,347,000.00	79,347,000.00



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 27, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 230**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$6,300,000 to the contract for EERE projects entitled "Federal Laboratory Support for Recovery Act Transactions ARRA FY09" and "WIP Recovery Act Implementation".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 230	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005517	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$6,300,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331::TAS

See Page 3.

Note: Information reflected of Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/27/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-000R22725/230	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0331::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Projects Entitled "Federal Laboratory Support for Recovery Act Transactions ARRA FY09" and "WIP Recovery Act Implementation" Incrementally Funded Amount: \$9,128,434,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

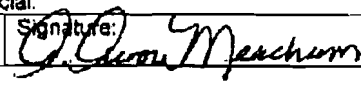
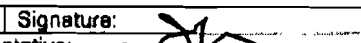
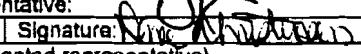

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

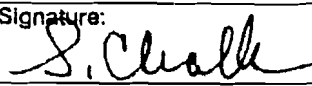
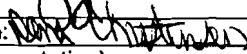
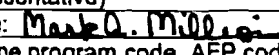
**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$6,000,000 to the Work Authorization for the project entitled “WIP Recovery Act Implementation” and \$300,000 for Revision No. 4 to the Work Authorization for the project entitled “Federal Lab Support for Recovery Act Transactions ARRA FY09”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$6,300,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,513,482,839.60 to \$9,519,782,839.60.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 470002-20476-09 (Revision No. 4) (Attachment 1A)	Federal Lab Support for Recovery Act Transactions ARRA FY09
WA No. WI-470002-20443-09 (Attachment 1B)  (Number from Block 8 of the Work Authorization)	WIP Recovery Act Implementation

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Federal Laboratory Support for Recovery Act Transactions ARRA FY09		1b. Work Proposal Number (if applicable): FWP# 999999999	
2. Headquarters Program Point of Contact Name: Thomas Heavey		Organization Code: EE-3B	Telephone No: (202) 586-4501
3. Headquarters Budget Point of Contact Name: Thomas Heavey		Organization Code: EE-3B	Telephone No: (202) 586-4501
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin Telephone No: (865) 574- 8888	
8. Work Authorization Number: * -470002-20476-09		9. Revision Number: 4	
10. Funds Authorized during FY 2009 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB5100000-05794- 1005098	\$400,000	\$300,000	\$700,000
11. Performance period covered by funds: From: 7/13/2009 To: 9/30/2009		12. Work Start Date: 7/13/2009	13. Expected Completion Date: 9/30/2009
14. Statement of Work: Funding in the amount of \$300,000 is authorized for Program Direction. These funds are made available for Project #20476 - Federal Laboratory Support for Recovery Act Transactions ARRA FY09. These funds are to be distributed to Agreement # 19096-ORNL Support for ARRA Transactions in accordance with FWP# 999999999. Agreement: 19096: ORNL Support for ARRA Transactions. ORNL will provide direct Technical Assistance to the Energy Efficiency Conservation Block Grant (EECBG) Recovery Act recipients including assisting with developing and planning energy efficiency conservation strategies and plans, and project activity sheets in preparation for submitting applications. The Project Code for this activity is 2004040. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): A. Avon Meacham, Director OPBA	Signature: 	Date: 7/13/09	
17. DOE Field Organization Official:			
Name (typed): John	Signature: 	Date: 7/13/09	
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen	Signature: 	Date: 17 July 2009	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): Mark A. Miller	Signature: 	Date: 7/14/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: WIP Recovery Act Implementation		1b. Work Proposal Number (if applicable): FWP# 999999999	
2. Headquarters Program Point of Contact: Name: James Childs                      Organization Code: EE-2K                      Telephone No: (202) 586-2337			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg                      Telephone No: (202) 479-0439	
8. Work Authorization Number: * WI-470002-20443-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009 :			
<b>B&amp;R Code</b>	<b>Previous</b>	<b>Change</b>	<b>Current</b>
WI0702000-05797-1004760	\$0	\$6,000,000	\$6,000,000
11. Performance period covered by funds: From: 10/1/2008 To: 9/30/2009		12. Work Start Date: 10/1/2008	13. Expected Completion Date: 9/30/2009
14. Statement of Work: Funding in the amount of \$6,000,000 is authorized for Weatherization Training & Technical Assistance. These funds are made available for Project #20443 - WIP Recovery Act Implementation. These funds are to be distributed to Agreement # 19115-ORNL Weatherization Assistant Enhancement ARRA Activities 2009 in accordance with FWP# 999999999. The purpose of this expansion is to satisfy the anticipated increased need for training support by the weatherization community in response to the increased requirements under the American Recovery and Reinvestment Act (ARRA). The Project Code for this Activity is 2004360. The expanded training would include new and existing participants in the weatherization program. The areas covered would include, but not limited to, the expanded requirements, processes, procedures, software, and techniques all of which are undergoing enhancement on a dynamic basis. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) Reporting must comply with the requirements set out in the ARRA.			
16. Work Authorization Program Official:			
Name (typed): Steven Chalk, Principal Deputy Assistant Secretary	Signature: 	Date: 6/11/09	
17. DOE Field Organization Official:			
Name (typed): <del>John</del>	Signature:	Date: 7/9/09	
18. Contractor's Authorized Representative:			
Name (typed): D.C. CHRISTENSEN	Signature: 	Date: 13 July 2009	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): Mark A. Mullon	Signature: 	Date: 6/22/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## Training and Technical Assistance

### **Upgrade And Expand The Capabilities Of The Weatherization Assistant Audit Tool**

Oak Ridge National Laboratory will undertake a comprehensive upgrade and expansion of the Weatherization Assistant Audit Package in order to expand the range of the housing stock to which the audit instruments can be applied; incorporate newly emerged technologies into the audits; develop, test, and deploy a comprehensive data management and reporting framework to facilitate future performance assessment and program management; restructure the package for deployment using a web-based format; develop and deploy web-based and other computerized training instruments as well as perform in-person group trainings to facilitate expanded training of weatherization workers due to the American Reinvestment and Recovery Act; and provide modifications that help insure appropriate use of Weatherization resources for health-and-safety and other societal benefits.

ORNL will give immediate priority to developing the web-based and other computerized training instruments and opportunities to assist in training new workers under the Recovery Act as well as deploy staff as required to meet Weatherization Program training needs for this purpose through train-the-trainer, webinar, and direct group training opportunities. It will develop a client-server based model for the program to facilitate ease of use, modification, and control by means of the internet, and it will develop an alpha version of a small multifamily audit and plan for expansion of the package to incorporate a large multifamily audit tool. ORNL will also survey new field-ready technologies and modify the audit instruments as necessary for ease of deployment of these technologies in the next version of the audit package. It will also explore and plan for the development of a simplified user interface for use by the broader residential energy efficiency community as well as incorporation of appropriate Energy Plus components into the Weatherization Assistant calculation engines.

ORNL will follow these immediate tasks by completing, testing, and validating a beta version of the small multifamily audit, developing and testing alpha and beta versions of a large multifamily audit, deploying and field testing the management information system modifications, incorporating, testing, and deploying the Energy Plus calculation engine modifications, and



develop a computerized instrument to facilitate the generation of audit-based priority lists by the Weatherization grantees. ORNL will modify and further expand the necessary web-based and computer-based training instruments to facilitate the use of the newly developed multifamily and new technology components into the Weatherization Assistant as well as deploy personnel for in-person training on these new tools. ORNL will also develop and deploy a societal benefit module as part of the Weatherization Assistant package as well as field test a simplified user interface.

<b>Task</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Cost</b>
<b>Provide expanded training support</b>			<b>\$865k</b>
Develop plan	June 2009	July 2009	\$30k
Develop web-based training	June 2009	March 2010	\$500k
Provide centralized intensive trainings	July 2009	December 2010	\$125k
Train-the-trainer	July 2009	December 2010	\$85K
Provide webinar trainings	July 2009	December 2010	\$125k
<b>Develop a client-server application</b>	June 2009	October 2009	<b>\$200k</b>
<b>Expand the information management capabilities</b>			<b>\$590k</b>
Develop plan	June 2009	September 2009	\$30k
Modify WA	June 2009	November 2009	\$200k
Technical assistance	August 2009	October 2010	\$160k
Field Test	December 2009	June 2010	\$200k

<b>Automate the development of priority lists</b>	June 2009	December 2009	<b>\$125k</b>
<b>Replace the energy calculation engine</b>			<b>\$275k</b>
Perform assessment	November 2009	February 2010	\$75k
Replace engine-TBD	April 2010	October 2010	\$200k
<b>Upgrade for new technologies</b>			<b>\$505k</b>
Survey and analysis	October 2009	February 2010	\$50k
Modify Algorithms	March 2010	May 2010	\$280k
Modify interface	May 2010	July 2010	\$175k
<b>Develop a simplified user interface</b>			<b>\$130k</b>
Perform assessment	June 2009	October 2009	\$30k
Create interface-TBD	September 2009	November 2009	\$100k
<b>Develop Large Multifamily Audit</b>			<b>\$1075k</b>
Develop Alpha Version	August 2009	May 2010	\$300k
Develop Beta Version	June 2010	December 2010	\$250k
Field Test Beta Version	January 2011	June 2011	\$125k
Validate and Deploy	January 2011	December 2011	\$400k
<b>Develop Small Multifamily Audit</b>			<b>875k</b>
Develop Beta Version	August 2009	January 2010	\$250

Field Test Beta Version	February 2010	July 2010	\$225
Validate and Deploy	February 2010	December 2010	\$400
<b>Develop The Societal Benefits Module</b>			<b>\$775k</b>
Develop Alpha Version	August 2009	May 2010	\$200k
Develop Beta Version	June 2010	December 2010	\$250k
Field Test Beta Version	January 2011	June 2011	\$125k
Validate and Deploy	January 2011	December 2011	\$200k
<b>Modify and Upgrade Training Support for New Instruments</b>			<b>\$585k</b>
Upgrade web-based training	ongoing		\$250k
Provide centralized intensive trainings	ongoing		\$125k
Train-the-trainer	ongoing		\$85k
Provide webinar trainings	ongoing		\$125k
<b>TOTAL:</b>			<b>\$6,000k</b>

Financial Plan Number: 5  
 Contract Modification Number: 230  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: July 22, 2009 at 05:12:02 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	400,000.00	300,000.00	700,000.00	700,000.00
<i>AY 2009 - Work Authorization Number 470002-20476-09</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	400,000.00	300,000.00	700,000.00	700,000.00
<b>Total for Fund Type: ZT</b>										0.00	400,000.00	300,000.00	700,000.00	700,000.00
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		0.00	5,800,000.00	6,000,000.00	11,800,000.00	11,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-18777-09; Appropriation Symbol: 8909/100331 - \$5.8M</i>														
<i>Work Authorization Number: WI-470002-20443-09; Appropriation Symbol: 8909/100331 - \$6.0M</i>														
<b>Total for Program Parent/Control Point: WI0702000</b>										0.00	5,800,000.00	6,000,000.00	11,800,000.00	11,800,000.00
<b>Total for Fund Type: ZW</b>										0.00	5,800,000.00	6,000,000.00	11,800,000.00	11,800,000.00
<b>Total for Recipient Code: OR</b>										0.00	6,200,000.00	6,300,000.00	12,500,000.00	12,500,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										0.00	6,200,000.00	6,300,000.00	12,500,000.00	12,500,000.00



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 27, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 231**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$19,900,000 to the contract for a project entitled "Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 231	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005637	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE--AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 3. Net Increase: \$19,900,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
  
 Recovery TAS::89 0227::TAS  
  
 See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 7/27/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/231	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 0227::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Project Entitled "Advanced Scientific Computing Research-Leadership Computing Upgrade (Project Code 2005087)" Incrementally Funded Amount: \$9,148,334,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$19,900,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,519,782,839.60 to \$9,539,682,839.60.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KJ/OR41/9/ARRA-1 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



<b>U.S. DEPARTMENT OF ENERGY            CONTRACT WORK AUTHORIZATION            AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-9/10-0227</b>		
1a. Project Title: <b>Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)</b>		1b. Work Proposal Number (if applicable): <b>Various</b>
2. Headquarters Program Point of Contact: Name: <b>Michael R. Strayer</b> Organization Code: <b>SC-21</b> Telephone No.: <b>(301) 903-7486</b>		
3. Headquarters Budget Point of Contact: Name: <b>Mike Osinski</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3590</b>		
4. Responsible Program: <b>Advanced Scientific Computing Research</b>		5. Responsible Secretarial Officer: <b>Under Secretary of Science</b>
6. Responsible Field Organization: <b>Oak Ridge Site Office</b>		
7a. Site and Facility Management Contractor: <b>UT – Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>Arthur Bland</b> Telephone No.: <b>865-576-6727</b>
8. Work Authorization Number: <b>KJ/OR41/9/ARRA-1</b>		9. Revision Number: <b>00</b>
10. Funds Authorized (\$ in thousands). B&R Code: <b>KJ</b> Previous: <b>\$0</b> Change: <b>+\$19,900</b> Current: <b>\$19,900 *</b>		
11. Performance Period Covered by Funds. From: <b>02/17/09 7/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>07/2009</b>
13. Expected Completion Date: <b>9/30/2010</b>		
14. Statement of Work: (see attached) This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein; in particular contract provision H. <del>339</del> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  <u>Specific Recovery Act Statement of Work:</u> To help meet the SC computational needs, we propose to perform a low-risk upgrade of the 1.3 petaflop (PF) Cray XT5 at the LCF by replacing the 37,376 quad-core AMD Barcelona processors with six-core AMD Istanbul processors.  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.		

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official.		
Name (typed): Michael R. Strayer	Signature: <i>Michael Strayer</i>	Date: 7/22/2009
17. DOE Field Organization Official.		
Name (typed): Michele G. Branton	Signature: <i>M. G. Branton</i>	Date: 7/23/2009
18. Contractor's Authorized Representative.		
Name (typed): Arthur S. Bland	Signature: <i>Arthur Bland</i>	Date: 7/23/2009
19. DOE Contracting Officer (or delegated representative).		
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 7/23/09

\* Includes \$19,900,000 Capital Equipment.

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Level 2 Milestone: Order six-core processors	September 30, 2009
Level 2 Milestone: Hardware delivery completion	November, 2009
Level 1 Milestone: System acceptance test complete	September, 2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

By September, 2010, complete acceptance test for six-core upgrade of Cray XT5 at Oak Ridge which results in an increase from 1.3 petaflops to 2.0 petaflops.

**Section C: Contractor Recovery Act Deliverables**

A functional Cray XT5 computing system upgraded from four-core Opteron processors to six-core Opteron processors that will provide 2 petaflop Peak performance.

Financial Plan Number: 7  
 Contract Modification Number: 231  
 Rpt Entity: OR OR3/GR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: July 24, 2009 at 02:08:46 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472088	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	144,000.00	0.00	144,000.00	144,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										0.00	144,000.00	0.00	144,000.00	144,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,250,000.00	0.00	2,250,000.00	2,250,000.00
<i>AY 2009 - KB/OR41/0/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										0.00	2,850,000.00	0.00	2,850,000.00	2,850,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	0.00	19,900,000.00	19,900,000.00	19,900,000.00
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										0.00	0.00	19,900,000.00	19,900,000.00	19,900,000.00
<b>Total for Fund Type: WO</b>										0.00	79,347,000.00	19,900,000.00	99,247,000.00	99,247,000.00
<b>Total for Recipient Code: OR</b>										0.00	79,347,000.00	19,900,000.00	99,247,000.00	99,247,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										0.00	79,347,000.00	19,900,000.00	99,247,000.00	99,247,000.00

Attachment 2



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

July 28, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 232**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$3,900,000 to the contract for a project entitled "Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 232	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005726	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,900,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 4180::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 7/28/09

NSN 7540-01-152-8070  
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-000R22725/232

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  Recovery TAS::89 4180::TAS - MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY - Project Entitled "Nuclear Physics - Enhanced Utilization of Isotope Facilities (2005230)" Incrementally Funded Amount: \$9,152,234,917.97				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$3,900,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,539,682,839.60 to \$9,543,582,839.60.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. ST/OR41/9/ARRA-3 (Attachment 1)	Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-X-4180  
—REVISED—**

1a. Project Title: <b>Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact Name: <b>Eugene Henry</b>		Organization Code: <b>SC-26</b>	Telephone No.: <b>(301) 903-3613</b>
3. Headquarters Budget Point of Contact Name: <b>Andrea Conrad</b>		Organization Code: <b>SC-41</b>	Telephone No.: <b>(301) 903-3310</b>
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Under Secretary for Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact Name: <b>Jeffrey Binder</b> Telephone No.: <b>865-576-3879</b>	
8. Work Authorization Number: <b>ST/OR41/9/ARRA-3</b>		9. Revision Number: <b>01</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>ST</b> Previous: <b>\$3,900</b> Change: <b>\$0</b> Current: <b>\$3,900*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>06/2009</b>	13. Expected Completion Date: <b>01/2012</b>
14. Statement of Work (See attached)			
<p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999<sup>so</sup> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>This revision corrects the distribution of OPE and EQU funding.</p> <p><b>\$2,400,000 in EQU funding and \$500,000 in OPE funding</b> is provided under ST-60-01-03 for the Remote Target Fabrication Refurbishment and the PaR Remote Handling System Replacement. These funds will enhance isotope production and processing capabilities at ORNL to enable the program to better meet the need for isotopes in short supply.</p> <p><b>\$1,000,000 in OPE funding</b> is provided under ST-60-01-03 to replenish the stable isotope inventory to continue to supply research isotopes (Ba-136, Ga-69, Gd-157, Hg-202, Lu-176, Nd-150, Ni-62, V-51, W-186). Because there is no domestic supply for these isotopes needed for researchers, the origin will be from a foreign supplier.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes OPE funding \$1,500,000 and EQU funding \$2,400,000.

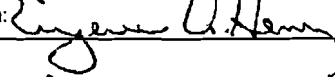
**Continuation of WAS - Enhanced Utilization of Isotope Facilities (2005230)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature: 

Date: 7/9/09

17. DOE Field Organization Official.


Name (typed): Johnny Moore

Signature: 

Date: 7/10/09

18. Contractor's Authorized Representative *ERM 7/13/09*

Name (typed):

Signature: 

Date: 7/13/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million

Signature: 

Date: 7/13/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**  
**Enhanced Utilization of Isotope Facilities (2005230)**  
**REVISED**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**4Q FY09**

- Stable Isotope Purchase: Issue purchase order
- Remote Target Fabrication Refurbishment: Issue Project Plan and initiate refurbishment work.

**1Q FY10**

- PaR Remote Handling System Replacement: Issue Project Plan

**2Q FY10**

- Stable Isotope Purchase: delivery of isotopes and complete verification isotopic enrichment and impurity analyses.
- Remote Target Fabrication Refurbishment: target fabrication equipment operational for use in Cf Campaign 74.
- PaR Remote Handling System Replacement: complete procurement action for long-lead time equipment.

**3Q FY10**

- Remote Target Fabrication Refurbishment: Install target acceptance testing equipment.

**4Q FY10**

- Remote Target Fabrication Refurbishment: Commission updated Target System.

**2Q FY11**

- PaR Remote Handling System Replacement: PaR Vendor 100% design review completed and Approved Design issued.

**4Q FY12**

- PaR Remote Handling System Replacement: Commission new PaR.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Complete projects within 10% of planned cost and schedule.

**Section C: Contractor Recovery Act Deliverables**

- Replenished inventory of research isotopes (Ba-136, Ga-69, Gd-157, Hg-202, Lu-176, Nd-150, Ni-62, V-51, W-186); Refurbished Remote Target Fabrication system; new PaR Remote Handling System.

Financial Plan Number: 1  
 Contract Modification Number: 232  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

### OR22725 - UT BATTELLE (RECOVERY ACT - 89X4180)

Report Generated on: July 27, 2009 at 07:57:44 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	02302	VQ	2720719	ST6001030	25400	0000000	2005230	0000000		0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
<i>AY 2009 - Work Authorization ST/OR419/ARRA-3</i>														
470002	02302	VQ	2720719	ST6001030	31003	0000000	2005230	0000000		0.00	0.00	2,400,000.00	2,400,000.00	2,400,000.00
<i>AY 2009 - Work Authorization ST/OR419/ARRA-3</i>														
<b>Total for Program Parent/Control Point: ST0000000</b>										0.00	0.00	3,900,000.00	3,900,000.00	3,900,000.00
<b>Total for Fund Type: VQ</b>										0.00	0.00	3,900,000.00	3,900,000.00	3,900,000.00
<b>Total for Recipient Code: OR</b>										0.00	0.00	3,900,000.00	3,900,000.00	3,900,000.00
<b>Total for Reporting Entity: 470002</b>										0.00	0.00	3,900,000.00	3,900,000.00	3,900,000.00
<b>Total for OR22725 - UT BATTELLE (RECOVERY ACT - 89X4180)</b>										0.00	0.00	3,900,000.00	3,900,000.00	3,900,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21 <i>MAM</i>
2. AMENDMENT/MODIFICATION NO. 233	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$9,062,759.39

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.143, P.L. 95-91, and P.L. 111-5 <i>MAM</i>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,552,645,598.99. This represents an increase of \$9,062,759.39, from \$9,543,582,839.60 to \$9,552,645,598.99.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

Continued *MAM*

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21 <i>MAM</i>
2. AMENDMENT/MODIFICATION NO. 234	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR2725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$71,465,212.01

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,624,110,811.00. This represents an increase of \$71,465,212.01, from \$9,552,645,598.99 to \$9,624,110,811.00. Included in this obligation are Non-Appropriated Funds in the amount of \$5,965,341.34.

Continued *MAM*

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2 1 <b>MAM</b>
2. AMENDMENT/MODIFICATION NO. 235	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$408,607.90

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  s required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,624,519,418.90. This represents an increase of \$408,607.90, from \$9,624,110,811.00 to \$9,624,519,418.90.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

~~Continued~~ **MAM**

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 07/30/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21 MAM
2. AMENDMENT/MODIFICATION NO. 236	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$67,961.17

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,624,587,380.07. This represents an increase of \$67,961.17, from \$9,624,519,418.90 to \$9,624,587,380.07.

FOB: Destination

~~Continued MAM~~

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 1 <b>MAM</b>
2. AMENDMENT/MODIFICATION NO. 237	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$514,446.60

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,625,101,826.67. This represents an increase of \$514,446.60, from \$9,624,587,380.07 to \$9,625,101,826.67.

~~Continued~~ **MAM**

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21 <b>MAM</b>
2. AMENDMENT/MODIFICATION NO. 238	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$38,834.96

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,625,140,661.63. This represents an increase of \$38,834.96, from \$9,625,101,826.67 to \$9,625,140,661.63.

Continued **MAM**

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   21 <b>MAM</b>
2. AMENDMENT/MODIFICATION NO. 239	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,160,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,626,300,661.63. This represents an increase of \$1,160,000.00, from \$9,625,140,661.63 to \$9,626,300,661.63.

~~Continued~~ **MAM**

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 240	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005768	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,695,061.92

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,627,995,723.55. This represents an increase of \$1,695,061.00, from \$9,626,300,661.63 to \$9,627,995,723.55.

~~Continued~~ MAM

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/09



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 6, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 241**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$15,000 to the contract for a Military Interdepartmental Purchase Requests (MIPR) package entitled "Decision Tools for Asset Management and Infrastructure Resilience".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 241	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC005972	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$15,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N


Recovery TAS::96 3135::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/6/09

NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/241

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,236,662,801.92				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Decision Tools for Asset Management and Infrastructure Resilience”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$15,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,627,995,723.55 to \$9,628,010,723.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Requests (MIPR) packages referenced in the table below. Attachment 1 to this modification is the executed acceptance of the MIPR document (DD Form 448) and Statement of Work.

<b>MIPR Number</b>	<b>MIPR Title</b>
W81F8E91426043  (Number from Block 5 of the MIPR)	Decision Tools for Asset Management and Infrastructure Resilience

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Requests package for the activity.
- F. All other terms and conditions remain unchanged.



MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					1. Page 1 of 2
2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 22-MAY-2009	5. MIPR NUMBER W81F8E91426043	6. AMEND NO. 000	
7. TO US DEPARTMENT OF ENERGY  OAK RIDGE NATIONAL LABORATORY  OAKRIDGE, TN 37831			8. FROM: NAVIGATION PLANNING CENTER CELRH-NC 502 8TH STREET  HUNTINGTON, WV 25701-2070		
9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT BEEN ACCOMPLISHED					
ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
1	ORNIM IMPLEMENTATION (ARRA) --- Project No.: 139231 ACCTING CLASS: 96 2009 3135.0000 H1 2009 08 2436 013140 2530 8D0DB6 120 96461 00008736 WORK CAT CODE: 60110 WORK CAT ELEM CODE: D9000 INITIAL ACCTING CLASS: 96 2009 3135.0000 08 013140  LINE ITEM CURRENT UNOBLIG BAL AMT: \$15,000.00		LS		\$15,000.00
10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.					11. GRAND TOTAL. \$15,000.00
REMARKS :					
<p>Funds may not be exceeded without prior approval</p> <p>These funds must be accepted on a reimbursable basis.</p> <p>Request this order be accepted and returned within 14 days. PLEASE FAX ACCEPTANCE TO 304-399-5157, ATTN: CELRH-RM-B. Billing should be marked "Partial" or "Final".</p> <p>This order has been certified by Resource Management Office on the Corps automated system (CEFMS). The system will not print an order which has not been certified, therefore, an original F&amp;A certification will not be provided.</p> <p>THIS AGREEMENT FOR DOE PROPOSAL NUMBER 2231-T332-07 IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE ECONOMY ACT OF 1932, AS AMENDED, 31 USC 1535, AND ADHERES TO FEDERAL ACQUISITION REGULATION (FAR) 6.002. TO THE BEST OF KNOWLEDGE, THE WORK REQUESTED WILL NOT PLACE DOE AND ITS CONTRACTOR IN DIRECT COMPETITION WITH THE DOMESTIC PRIVATE SECTOR.</p> <p>DOE PROPOSAL # 2231-T332-07</p> <p>RECOVERY ACT: This commitment contains funds from the American Recovery and Reinvestment Act of 2009. All award documents and related communications include the clauses and provisions necessary to ensure award recipients are legally obligated and prepared to meet their reporting requirements under the Recovery Act. For each contract over \$500,000, agencies should prepare a summary of the contract document which will be made available publicly and linked to Recovery.gov via the award number. (Future guidance forthcoming)</p>					

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST

2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 22-MAY-2009	5. MIPR NUMBER W81F8E91426043	6. AMEND NO. 000
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7. TO US DEPARTMENT OF ENERGY  OAK RIDGE NATIONAL LABORATORY  OAKRIDGE, TN 37831	8. FROM: NAVIGATION PLANNING CENTER  CELRH-NC 502 8TH STREET  HUNTINGTON, WV 25701-2070
--	--

9. ITEMS  ARE  ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING  HAS  HAS NOT BEEN ACCOMPLISHED

ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
------------	--	-------	--------	------------------------	-------------------------

Please have the accepting official sign below and return to the FINANCIAL POC address. EXPIRATION DATE: 30-SEP-2009

RA TECHNICAL POC: CHRISTY R COOPER CELRH-NC  
 RA FINANCIAL POC: JEANETTA D WILSON CELRH-RM-B (304) 399-5790  
 RA TECHNICAL POC ADDRESS: BUDGET BRANCH  
 502 8TH STREET  
 HUNTINGTON, WV 25701-2070

PA TECHNICAL POC: RANDY CURLEE: (865)946-1461  
 PA FINANCIAL POC: DONNA LEGGETT: (865) 946-1314

ACCEPTED  DIRECT FUND CITE  REIMBURSABLE *Teresa R. Hope* DATE: 7/23/09 TITLE: Teresa R. Hope, Contracting Officer

12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)	13. MAIL INVOICES TO (Payment will be made by) USACE FINANCE CENTER (H1) HUNTINGTON DISTRICT 5722 INTEGRITY DRIVE  MILLINGTON, TN 38054-5005
---	---

14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH ON THE LINE ITEM NOS ABOVE. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.

RAYMOND C LUCAS  
ACCOUNTANT  
ELECTRONICALLY SIGNED BY 22-MAY-2009

15. AUTHORIZING OFFICER (Type name and title) TIMOTHY L SMITH ECONOMIST	16. SIGNATURE TIMOTHY L SMITH ELECTRONICALLY SIGNED BY	17. DATE 22-MAY-2009
---	--	-------------------------

**DOE Project No. 2231-T332-07 – MIPR No. W81F8E91426043  
SOW for \$15,000**

**Task 1: Stand-Alone Computing Platform Design:** First ORNIM needs to be capable to operate on stand-alone machines with a single seat MS SQL Server 2005 (or newer) license. This step requires moving the existing database from the ORNL server to a stand-alone platform and tweaking the existing modeling code from the existing SQL server implementation to either MS SQL Server Express or a single seat MS SQL Server 2005 (if required) running on the stand-alone machine. ORNIM processing and memory requirements (current and anticipated future) will drive hardware and software specification. Specification of production hardware requirements will need to be identified so that appropriate Corps hardware can be acquired (noting that ORNL development system needs might vary from Corps production needs).

ORNL Deliverable:                      Stand-alone computing platform for ORNIM

**Budget Breakdown:**

Labor	\$11,433
Materials	0
Subcontracts	0
Overhead	3,567
Subtotal	\$15,000
FAC	0
TOTAL	\$15,000

*The Federal Administration Charge (FAC) and the DOE Laboratory Directed Research and Development (LDRD) charge will not be incurred on the work performed under this scope of work per regulatory guidance under the American Recovery Reinvestment Act (ARRA).*

*Additionally, ORNL will provide the Army Corps of Engineers regular project reports to fulfill the reporting requirements in accordance with Section 1512 of the American Recovery and Reinvestment Act and the Office of Management and Budget guidance.*

Financial Plan Number: 1  
 Contract Modification Number: 241  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
 Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: August 5, 2009 at 02:08:13 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	45WT33207	0.00	0.00	15,000.00	15,000.00	15,000.00
AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135.														
Total for Program Parent/Control Point: 400000000										0.00	0.00	15,000.00	15,000.00	15,000.00
Total for Fund Type: 3D										0.00	0.00	15,000.00	15,000.00	15,000.00
Total for Recipient Code: OR										0.00	0.00	15,000.00	15,000.00	15,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)										0.00	0.00	15,000.00	15,000.00	15,000.00



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 10, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 242**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$175,000 to the contract for the Intergovernmental Personnel Act (IPA) Assignment Agreement between the Department of Energy and UT-Battelle involving Lee McGetrick.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
242	See Block 16C	09SC006038		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-000R22725		
		10B. DATED (SEE ITEM 11)		
		10/18/1999		
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
099114287				

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$175,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91; and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0253::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	8/10/09

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/242	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,236,837,801.92				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.****Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds to the contract for the Intergovernmental Personnel Act (IPA) Assignment Agreement between the Department of Energy (DOE) and UT-Battelle, LLC involving UT-Battelle employee Lee Bryson McGetrick. This IPA Assignment Agreement with Ms. McGetrick will provide the DOE Environmental Management organization with additional capability for oversight and integration functions with regards to DOE prime contractors who will be performing demolition, legacy material removal, and remedial action projects within the footprint of the Oak Ridge National Laboratory central campus.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” incremental funds in the amount of \$175,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,628,010,723.55 to \$9,628,185,723.55.
- C. The specific Position Description, Reason for Mobility Assignment, Fiscal Obligations, and other agreement details can be found in the IPA Assignment Agreement for Ms. Lee Bryson McGetrick, which is incorporated by reference.
- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work identified in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. Contingent on the availability of funds, the Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved IPA Assignment Agreement.
- F. All other terms and conditions remain unchanged.



# Financial Plan Report - Detail

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: August 6, 2009 at 03:45:29 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		0.00	0.00	175,000.00	175,000.00	175,000.00
<i>AY 2009 - Funding provided to cover direct costs of IPA salary, fringe benefits, travel and training (i.e. not wage pool). This work is contingent upon a fully approved assignment agreement.</i>														
<b>Total for Program Parent/Control Point: EW1000000</b>										0.00	0.00	175,000.00	175,000.00	175,000.00
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		0.00	100,000.00	0.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Melton Valley Sentinel Wells.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		0.00	14,000,000.00	0.00	14,000,000.00	14,000,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$14,000,000 for Building 3026 Demolish Wooden Superstructure.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Management, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for ORNL Small Facilities Completion Demolition.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		0.00	100,000.00	0.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Corehole 8 Remediation.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		0.00	200,000.00	0.00	200,000.00	200,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$200,000 for Bethel Valley Burial Grounds (Cap SWSA 1 and 3).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		0.00	100,000.00	0.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Bethel Valley Groundwater Early Actions (Pump and Treat).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation).</i>														
<b>Total for Program Parent/Control Point: FD0412000</b>										0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
<b>Total for Fund Type: EZ</b>										0.00	16,000,000.00	175,000.00	16,175,000.00	16,175,000.00
<b>Total for Recipient Code: OR</b>										0.00	16,000,000.00	175,000.00	16,175,000.00	16,175,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										0.00	16,000,000.00	175,000.00	16,175,000.00	16,175,000.00

Attachment 1



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 11, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 243**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$73,356,000 to the contract for the Work for Others project entitled "Specialized High-Performance Computing Collaboration for Climate Modeling".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 243	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006056	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Page 3. Net Increase: \$73,356,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::13 1454::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/11/09

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/243	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,310,193,801.92				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for a Work for Others project entitled “Specialized High-Performance Computing Collaboration for Climate Modeling”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$73,356,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,628,185,723.55 to \$9,701,541,723.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Roles and Responsibilities, and Deliverables funded by this modification are identified in the Interagency Agreement referenced in the table below. Attachment 1 to this modification includes the Statement of Work, Significant Milestones, and Funding Estimate for the project.

<b>Interagency Agreement Document No.</b>	<b>Interagency Agreement Title</b>
NOAA-OCIO-CLIMATE-09	High Performance Computing Collaborative Services for Climate Modeling

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Interagency Agreement for the activity.
- F. All other terms and conditions remain unchanged.

08/06/2009  
11:57:39

**Department of Energy, Oak Ridge Office  
Work for Others Funding Obligation**

Page 1 of 1

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**Funding Package**

Project Type:	Federal
Project Number:	2316-T849-08
Project Structure:	Basic
Project Status:	Active
Project Title:	Specialized High-Performance Computing Collaboration for Climate Modeling

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**Sponsor Information**

Sponsor Name:	National Oceanic and Atmospheric Ad
Sponsor Funding Document No.:	NOAAOCIOCLIMATE09
Sponsor Funding Document Amendment No.:	00
Sponsor Signature Date:	08/04/2009

**Package Information**

Action:	New Funding
Obligation Amount (Increment or Decrement):	73,356,000.00
Period of Performance (Fixed):	08/05/2014

**Cost Object Breakdown Totals**

Fund Amount	73,356,000.00
FAC Amount	0.00
Contract Amount	73,356,000.00

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The Department of Energy has executed the above interagency agreement. UT-Battelle is authorized to conduct the project in accordance with the interagency agreement. Any funding amounts cited above are obligated into the UT-Battelle contract for reimbursable work.

DOE acknowledges that these funds were provided pursuant to the American Recovery and Reinvestment Act of 2009.

## Statement of Work

### 1.0 Background

In September 2008, the National Oceanic and Atmospheric Administration (NOAA) and the Department of Energy (DOE) signed a Memorandum of Understanding on collaborative research. Through this agreement, Oak Ridge National Laboratory (ORNL) provides NOAA with advanced high-performance computing for prototyping critical weather and climate applications in support of NOAA's mission. The focus of the ongoing research includes: porting existing NOAA weather and climate models to advanced high performance computers at ORNL, benchmarking the computational performance of the NOAA cubed sphere model on leadership class computers, and providing system/software engineering to improve computational performance. Initial results of NOAA codes on ORNL computers show very good performance, scaling to tens of thousands of processors on the leadership computing systems at the ORNL National Center for Computational Sciences.

Since this time, NOAA and DOE have developed a Work for Others Agreement, under Proposal 2316-T849-08, to enter into more sustained projects for the challenges which require a closer cooperation and understanding between DOE/ORNL and NOAA. This Agreement will help the Nation prepare for the challenges and risks posed by climate change by improving predictive and adaptive capacities at global to local levels and supporting the developing world in carrying out vulnerability analyses and addressing their findings.

### 2.0 Purpose

ORNL shall provide sophisticated research collaboration and expert technical support that contributes directly to operating high performance computer and data systems for NOAA so as to deliver improved climate data and model experiments. These models will be used to understand and predict climate variability and change, as well as to produce decision-support tools to facilitate understanding climate change, mitigation strategies, and adaptation options for the Nation. The proposed effort leverages the significant specialized expertise and unique ORNL capabilities. ORNL is the DOE's lead laboratory for high performance computing and its applications to climate change prediction. ORNL is also a lead laboratory for the DOE Climate Change Prediction Program (CCPP) with a mission to advance climate change science and improve climate change projections using state-of-the-science coupled climate models, on time scales of decades to centuries and space scales of regional to global. ORNL also contributes to the Climate Variability and Change element of the U.S. Climate Change Science Program (CCSP), by supporting high performance computing and scientific collaboration for the climate modeling programs at other federal agencies, particularly the National Science Foundation (NSF) and the National Aeronautics and Space Administration (NASA).

The common research goal is to develop, test, and apply state-of-the-science computer-based global climate simulation models, based upon a strong scientific foundation while leveraging leading edge high performance computing and information technologies. The objective is to increase dramatically the skill, resolution, complexity, and the throughput of computer model-based projections of climate variability and change to enable sound decision-making on issues of national importance, such as future energy use and technology options.

### 3.0 Scope

For the initial phase of the Work for Others Agreement (Proposal 2316-T849-08), \$73.356 Million in ARRA funds will be obligated to DOE for ORNL to perform tasks associated with providing computational services and the scientific collaboration NOAA requires. These funds will also be used to offset ORNL expenses related to infrastructure support, site preparation, utilities costs and other operating expenses as described below. NOAA plans to obligate these funds via a funds transfer to DOE upon execution of an Interagency Agreement.

NOAA has been invited by ORNL to collaborate on developing a set of high performance computing requirements that meet NOAA's mission requirements. In addition, NOAA and ORNL are also collaborating on developing service level/operating requirements that detail NOAA expectations regarding service delivery. NOAA and ORNL will establish a scientific management plan to coordinate collaborative activities and ultimately enhance NOAA's climate research program. NOAA and ORNL scientific staff are expected to interact on a routine basis and frequent site visits are anticipated.

High performance computing services designed to meet NOAA's mission requirements must be capable of reliable, sustained performance while running intricate environmental modeling codes and generating voluminous data products. NOAA anticipates using its most challenging models to confirm the suitability of services. These services are expected to be world-class computational resources scaling to 10s of thousands of processors and delivering several hundred teraflops of performance. NOAA's service level/operating requirements will result in computing resources able to deliver highly reliable services while running multiple copies of NOAA models in sufficient number to occupy the entire dedicated computing configuration. Service level/operating requirements will compel the computing system to deliver consistent sustained performance as measured by run-time variability (time to execute each instance of the benchmark codes) and numerical reproducibility (exactly the same result for each benchmark run) tests. Adherence to these standards will compel the computing resources to possess robust resiliency features (ability to run codes to completion despite system problems) enhancing NOAA's ability to meet mission goals. NOAA anticipates that ORNL will employ these same performance standards to monitor high performance computing resource performance over the life of the contract.



#### 4.0 Significant Milestones

Significant Milestones associated with the work are as follows:

<b>Milestone</b>	<b>Date</b>
<b>NOAA and ORNL Collaborate on Detailed High Performance Computing Requirements</b>	<b>31 August 2009</b>
<b>High Performance Computing Technical and Service Level Requirements Documented</b>	<b>30 September 2009</b>
<b>Chief Scientists Define Collaborative Science Projects</b>	<b>15 October 2009</b>
<b>High Performance Computing Service Solution Identified with Detailed Specifications</b>	<b>15 January 2010</b>
<b>Facility Long-Lead Preparation Begins</b>	<b>15 January 2010</b>
<b>Science Project Readiness Review</b>	<b>1 April 2010</b>
<b>Initial Operational Capability of High Performance Computing</b>	<b>30 September 2010</b>
<b>High Performance Computing Service Fully Operational</b>	<b>Starting 31 October 2010</b>

*ORNL will fulfill the reporting requirements in accordance with Section 1512 of the American Recovery and Reinvestment Act and the Office of Management and Budget guidance.*

### 5.0 Funding Estimate

ARRA funds will be obligated as estimated in the table below. Until a specific computer, ancillary systems, networks and security needs are identified, costs can only be estimated.

**Estimates (\$1,000)**

<b>Category</b>	<b>Total</b>
<b>Infrastructure (Storage, Services*, Network, Security)</b>	<b>6,356</b>
<b>High Performance Computing System Support</b>	<b>55,000</b>
<b>Site Preparations</b>	<b>4,000</b>
<b>Collaborative Research and Acquisition Support</b>	<b>2,000</b>
<b>Operating Expenses</b>	<b>6,000</b>
<b>Total</b>	<b>73,356</b>

\*Broadly classified as all of the support services (DNS, DHCP, LDAP, etc.) that will be implemented. *The Federal Administration Charge (FAC) and the DOE Laboratory Directed Research and Development (LDRD) charge will not be incurred on the work performed under this scope of work per regulatory guidance under the American Recovery Reinvestment Act (ARRA).*

Financial Plan Number: 2  
 Contract Modification Number: 243  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 1 of 1  
 Report: RFP0001

### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: August 7, 2009 at 11:19:15 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	0.00	0.00	73,356,000.00	73,356,000.00	73,356,000.00
<i>AY 2009 - Document No. NOAA-OCIO-CLIMATE-09 TAS 13 09/10 1454</i>														
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	45WT33207	0.00	15,000.00	0.00	15,000.00	15,000.00
<i>AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135.</i>														
<b>Total for Program Parent/Control Point: 400000000</b>										0.00	15,000.00	73,356,000.00	73,371,000.00	73,371,000.00
<b>Total for Fund Type: 3D</b>										0.00	15,000.00	73,356,000.00	73,371,000.00	73,371,000.00
<b>Total for Recipient Code: OR</b>										0.00	15,000.00	73,356,000.00	73,371,000.00	73,371,000.00
<b>Total for Reporting Entity: 470002</b>										[REDACTED]				
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										0.00	15,000.00	73,356,000.00	73,371,000.00	73,371,000.00



**Department of Energy**

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 12, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 244**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount \$5,362,000 to the Work Authorization for the project entitled "Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)" and \$3,188,000 to the Work Authorization for the project entitled "Knowledgebase R&D (Project Code 2005115)".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
244	See Block 16C	09SC006103	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,550,000.00  
 See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Recovery TAS::89 0227::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	8/12/09

NSN 7540-01-152-8070  
 Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,318,743,801.92				

**Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,362,000 to the Work Authorization for the project entitled "Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)" and \$3,188,000 to the Work Authorization for the project entitled "Knowledgebase R&D (Project Code 2005115)".
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled "Obligation of Funds," additional funds in the amount of \$8,550,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,701,541,723.55 to \$9,710,091,723.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KP/OR41/9/ARRA-1 (Attachment 1A)	Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 200595)
WA No. KP/OR41/9/ARRA-2 (Attachment 1B)	Knowledgebase R&D (Project Code 2005115)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-9/10-0227		
1a. Project Title: Biological and Environmental Research – Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)		1b. Work Proposal Number (if applicable): ERKP754
2. Headquarters Program Point of Contact: Name: Anna C. Palmisano      Organization Code: SC-23      Telephone No.: (301)903-3251		
3. Headquarters Budget Point of Contact: Name: Mike Osinski      Organization Code: SC-41.2      Telephone No.: (301) 903-3590		
4. Responsible Program: Biological and Environmental Research		5. Responsible Secretarial Officer: Director of Science
6. Responsible Field Organization: Oak Ridge Office		
7a. Site and Facility Management Contractor: UT-Battelle, LLC – ORNL		7b. Contractor Point of Contact: Name: Brian Davison      Telephone No.: (865)574-0955
8. Work Authorization Number: KP/OR41/9/ARRA-1		9. Revision Number: 00
10. Funds Authorized (\$ in thousands). B&R Code: KP1501022      Previous: \$ 0      Change: +5,362      Current: \$5,362		
11. Performance Period Covered by Funds. From: 02/17/09      To: 3/31/11		12. Work Start Date: 07/2009
13. Expected Completion Date: 3/2011		
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H Clause applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. <u>Specific Recovery Act Statement of Work:</u> The funding will be used to support research infrastructure for the DOE BESC Bioenergy Research Center. The capital in this task will <ul style="list-style-type: none"> <li>• allow the current high throughput recalcitrance characterization pipeline to be doubled.</li> <li>• support enhanced characterization. This element is required to provide more detailed analysis of the plant materials (native, pretreated, and digested), especially the interesting variants selected for further analysis.</li> <li>• expand fermentation capabilities.</li> </ul> Major equipment items are planned for metabolomics and proteomics to increase the integrated "omics" capability in systems biology. The additional data storage system will provide the capability to organize and analyze the increased quantity of systems biology analyses performed, leveraging the full suite of cutting-edge capabilities in systems biology research, bioinformatics, computational biology, and analytical technologies. This equipment would further facilitate integrated joint research between many BESC partners (including ORNL, NREL, Dartmouth, Noble, Georgia, the University of Tennessee, and Georgia Tech). Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		



16. Work Authorization Program Official. Name (typed): Anna C. Palmisano Signature: <i>a.c.palmisano</i> Date: 7/21/09
17. DOE Field Organization Official. Name (typed): <i>John Mear</i> Signature: <i>[Signature]</i> Date: 7/31/09
18. Contractor's Authorized Representative. Name (typed): Martin Keller Signature: <i>[Signature] for M. Keller</i> Date: 8/3/2009
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION Signature: <i>Mark A. Million</i> Date: 7/30/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

*This Block shall identify the critical contractor schedule milestone requirements for the work specified to be performed by the contractor. This block must contain at least one Contractor Recovery Act Schedule or Milestone requirement. The WAS may not reference other outside documents in this block.*

Milestone 1: FY09 – end of 4<sup>th</sup> quarter  
Milestone 2: FY10 – end of 1<sup>st</sup> quarter  
Milestone 3: FY10 – end of 2<sup>nd</sup> quarter  
Milestone 4: FY10 – end of 3<sup>rd</sup> quarter  
Milestone 5: FY10 – end of 4<sup>th</sup> quarter  
Milestone 6: FY11 – end of 1<sup>st</sup> quarter

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

*This block shall specify the critical contractor performance outcomes and measures that will be used to assess performance of the work. This block must contain at least one Contractor Recovery Act Performance Outcome and Measure.*

*If this project is other than a Firm Fixed Price action an outcome and measure should be added to assess cost and schedule. If the deliverable is a report, then an outcome and measure should be added to assess quality as well as cost and schedule.*

Measure for Milestone 1: 40% (\$1.056 million) of Group 1 equipment is under contract.  
Measure for Milestone 2: BESC has contracted over \$3M in equipment in Groups 1 and 2.  
Measure for Milestone 3: BESC has contracts in place for Group 1 equipment.  
Measure for Milestone 4: BESC has received Group 1 equipment and has contracted for Group 2 equipment.  
Measure for Milestone 5: BESC has costed the Group 2 equipment and received Group 3 equipment. All funds obligated.  
Measure for Milestone 6: All funds costed.

**Section C: Contractor Recovery Act Deliverables**

*This Block shall identify the critical contractor deliverables for the work specified. The WAS may not reference other outside documents in this block. This block must contain at least one Contractor Recovery Act Deliverable.*

Deliverable for Milestone 1: BESC Director to provide letter to ORO POC and the BER program manager that the measure has been met.

Deliverable for Milestone 2: BESC Director to provide letter to ORO POC and the BER program manager that the measure has been met.

Deliverable for Milestone 3: BESC Director to provide letter to ORO POC and the BER program manager that the measure has been met.

Deliverable for Milestone 4: BESC Director to provide letter to ORO POC and the BER program manager that the measure has been met.

Deliverable for Milestone 5: BESC Director to provide letter to ORO POC and the BER program manager that the measure has been met.

Deliverable for Milestone 6: BESC Director to provide letter to ORO POC and the BER program manager that the measure has been met.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-9/10-0217		
1a. Project Title: Biological and Environmental Research - Knowledgebase R&D (Project Code 2005115)		1b. Work Proposal Number (if applicable): ERKP749
2. Headquarters Program Point of Contact. Name: <b>Anna C. Palmisano</b> Organization Code: <b>SC-23</b> Telephone No.: <b>(301)903-3251</b>		
3. Headquarters Budget Point of Contact. Name: <b>Mike Osinski</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3590</b>		
4. Responsible Program: Biological and Environmental Research		5. Responsible Secretarial Officer: Director of Science
6. Responsible Field Organization: Oak Ridge Office		
7a. Site and Facility Management Contractor: UT-Battelle, LLC - ORNL		7b. Contractor Point of Contact. Name: <b>Robert W. Cottingham</b> Telephone No.: <b>865-241-0054</b>
8. Work Authorization Number: KP/OR41/9/ARRA - 2		9. Revision Number: 00
10. Funds Authorized (\$ in thousands). B&R Code: <b>KP1501021</b> Previous: \$ <b>0</b> Change: <b>+3,188</b> Current: <b>\$3,188</b>		
11. Performance Period Covered by Funds. From: <b>02/17/09</b> To: <b>12/31/10</b>		12. Work Start Date: <b>07/2009</b>
13. Expected Completion Date: <b>12/2010</b>		
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H Clause applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. <u>Specific Recovery Act Statement of Work:</u> The funding will be used to support the research and development of an implementation strategy for the Systems Biology Knowledgebase. This funding will allow for the Systems Biology Knowledgebase to obtain the necessary capital equipment items, support exploratory software initiatives and develop a conceptual design document to determine the scope, cost and schedule of the Knowledgebase and include partner activities that will be supported by the Office of Advanced Scientific Computing Research. ORNL will engage the scientific community to develop this implementation strategy, provide pilot software examples and procure the necessary hardware for the Systems Biology Knowledgebase. Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official. Name (typed): <b>Anna C. Palmisano</b> Signature: <i>Anna C. Palmisano</i> Date: <b>7/21/09</b>		
17. DOE Field Organization Official. Name (typed): <b>John Moore</b> Signature: <i>John Moore</i> Date: <b>7/21/09</b>		
18. Contractor's Authorized Representative. Name (typed): <b>Martin Keller</b> Signature: <i>Martin Keller</i> Date: <b>8/3/2009</b>		
19. DOE Contracting Officer (or delegated representative). Name (typed): <b>MARK A. MILLION</b> Signature: <i>Mark A. Million</i> Date: <b>7/30/09</b>		

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

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*Milestone 1: FY09 – end of 4<sup>th</sup> quarter  
Milestone 2: FY10 – end of 1<sup>st</sup> quarter  
Milestone 3: FY10 – end of 2<sup>nd</sup> quarter  
Milestone 4: FY10 – end of 3<sup>rd</sup> quarter  
Milestone 5: FY10 – end of 4<sup>th</sup> quarter*

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

*This block shall specify the critical contractor performance outcomes and measures that will be used to assess performance of the work. This block must contain at least one Contractor Recovery Act Performance Outcome and Measure.*

*If this project is other than a Firm Fixed Price action an outcome and measure should be added to assess cost and schedule. If the deliverable is a report, then an outcome and measure should be added to assess quality as well as cost and schedule.*

*Measure for Milestone 1: CFO releases Recovery Act Funds and Complete scientific peer review and accept all of the prototype software collaborations with the Magellan program.*

*Measure for Milestone 2: 20% of scientific and computer science meetings held. Total number of meetings planned is 5.*

*Measure for Milestone 3: 40% of scientific and computer science meetings held.*

*Measure for Milestone 4: 100% of scientific and computer science meetings held.*

*Measure for Milestone 5: Software design document delivered to DOE and 100% of instruments accepted or in acceptance phase.*

**Section C: Contractor Recovery Act Deliverables**

*This Block shall identify the critical contractor deliverables for the work specified. The WAS may not reference other outside documents in this block. This block must contain at least one Contractor Recovery Act Deliverable.*

*Deliverable for Milestone 1: ORNL PI to provide a letter to the ORNL SO POC and the BER program manager stating that ORNL has received the Recovery Act funds.*

*Deliverable for Milestone 2: ORNL PI to provide copy of reviews of selected prototype software projects to the ORNL SO POC and the BER program manager.*

*Deliverable for Milestone 3: ORNL PI to provide copy of scientific meeting report and letter to ORNL SO POC and the BER program manager that the measure has been met.*

*Deliverable for Milestone 4: ORNL PI to provide copy of scientific meeting report and letter to ORNL SO POC and the BER program manager that the measure has been met.*

*Deliverable for Milestone 5: ORNL PI to provide copy of scientific meeting reports and letter to ORNL SO POC and the BER program manager that the measure has been met and ORNL PI to provide final Implementation Strategy Report*

**Financial Plan Report - Detail**

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: 39KG01000PRN08SC71000										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	144,000.00	0.00	144,000.00	144,000.00
AY 2009 - Work authorization number: AT/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: AT0000000										0.00	144,000.00	0.00	144,000.00	144,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,250,000.00	0.00	2,250,000.00	2,250,000.00
AY 2009 - KB/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227														
Total for Program Parent/Control Point: KB0000000										0.00	2,850,000.00	0.00	2,850,000.00	2,850,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KC0200000										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KG0900000										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KJ0000000										0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		0.00	0.00	2,130,585.00	2,130,585.00	2,130,585.00
AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		0.00	0.00	1,057,415.00	1,057,415.00	1,057,415.00
AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		0.00	0.00	425,000.00	425,000.00	425,000.00
AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		0.00	0.00	4,937,000.00	4,937,000.00	4,937,000.00
AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KP1500000										0.00	0.00	8,550,000.00	8,550,000.00	8,550,000.00
Total for Fund Type: WO										0.00	99,247,000.00	8,550,000.00	107,797,000.00	107,797,000.00
Total for Recipient Code: OR										0.00	99,247,000.00	8,550,000.00	107,797,000.00	107,797,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										0.00	99,247,000.00	8,550,000.00	107,797,000.00	107,797,000.00

Attachment 2

To: Legacy Critique

From: Mark A. Million

Please scan the attached document (Modification 245), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



**Department of Energy**

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 24, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 245**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding as follows: 1) \$16,800,000 to the Work Authorization for the project entitled "EECBG Formula Grants Technical Assistance", 2) \$10,500,000 to the Work Authorization for the project entitled "Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies", and 3) \$3,100,000 to the Work Authorization for the project entitled "Energy-Intensive Processes R&D". The total amount of funds obligated under this contract since its inception is increased by \$30,400,000 from \$9,710,091,723.55 to \$9,740,491,723.55.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
245	See Block 16C	09SC006327	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 3. Net Increase: \$30,400,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	8/24/09

NSN 7540-01-152-9070  
 Previous edition unusable

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



NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,349,143,801.92				

**Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds as follows: 1) \$16,800,000 to the Work Authorization for the project entitled "EECBG Formula Grants Technical Assistance", 2) \$10,500,000 to the Work Authorization for the project entitled "Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies", and 3) \$3,100,000 to the Work Authorization for the project entitled "Energy-Intensive Processes R&D".
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled "Obligation of Funds," additional funds in the amount of \$30,400,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,710,091,723.55 to \$9,740,491,723.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. WI-470002-20458-09 (Initial, Rev1, & Rev2)	EECBG Formula Grants Technical Assistance
WA No. IF-470002-20421-09	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
WA No. IF-470002-20416-09	Energy-Intensive Processes R&D

(Numbers from Block 8 of the Work Authorizations)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): AOP# OR22725 ARRA	
2. Headquarters Program Point of Contact: Name: Dan Beckley      Organization Code:      Telephone No: (202) 586-7691			
3. Headquarters Budget Point of Contact: Name: Jay Schell      Organization Code:      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Patrick J. Hughes      Telephone No: (865) 574-9337	
8. Work Authorization Number: * WI-470002-20458-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116 <i>WCL → 8/24/2009</i>	\$0	\$2,000,000	\$2,000,000
11. Performance period covered by funds: From: <del>10/1/2008</del> To: <del>9/30/2009</del> → <i>9/30/2012</i>		12. Work Start Date: <i>WCL</i> <del>10/1/2008</del> <i>8/24/2009</i>	
13. Expected Completion Date: <del>9/30/2009</del> <i>2012</i> <i>WCL</i>			
14. Statement of Work: Funding in the amount of \$2,000,000 is authorized for EECBG Formula Grants Technical Assistance. These funds are made available for Project #20458 - EECBG Formula Grants Technical Assistance. These funds are to be distributed to Agreement # 19112-Energy Services Coalition Technical Assistance for SEP and EECBG ARRA 2009 in accordance with AOP# OR22725 ARRA. Provide state and local technical assistance to communities in support of recipients of the SEP and EECBG programs. The Project Code for this Activity is 2004350. Activities include developing, implementing and providing state performance contracting best practices and resources development in conjunction with other organizations. Specific activities include providing quick response to questions from Recovery Act applicants, establishing an infrastructure in state, local, and tribal governments that will build capacity on a self-sustaining basis, and providing technical services at workshops, webinars, and meetings. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Gilbert P. Sperling, Program Manager	Signature: <i>[Signature]</i>	Date: <i>6/18/09</i>	
17. DOE Field Organization Official:			
Name (typed): <i>John [unclear]</i>	Signature: <i>[Signature]</i>	Date: <i>8/19/09</i>	
18. Contractor's Authorized Representative:			
Name (typed): <i>D.C. Christensen</i>	Signature: <i>[Signature]</i>	Date: <i>8/19/09</i>	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): <i>MARK A. MILLION</i>	Signature: <i>Mark A. Million</i>	Date: <i>8/18/09</i>	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall award large SEP and EECBG Technical Assistance (TA) contracts by October 31, 2009. The metric and tracking system will be developed and implemented by January 31, 2010. Draft studies, reports and success stories will be begin by January 2011.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will become proficient, knowledgeable and subject matter experts in SEP and EECBG TA. The contractor will develop, implement and manage technical assistance contracts for states, tribes and local governments. This will also include assistance and promotion of emerging and new energy efficient technologies to support market transformation, design assistance for new buildings and retrofits, energy modeling and demonstration support. Assistance and promotion opportunities will be identified through the technical assistance network established through awarded contracts. In addition, the contractor will develop, track and report metrics for TA activities at/through Oak Ridge National Laboratories (ORNL).

**Section C: Contractor Recovery Act Deliverables**

- Award TA contracts for SEP and EECBG
- Develop metric and tracking system
- Provide studies, reports, and success stories of TA activities

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): AOP# OR22725 ARRA	
2. Headquarters Program Point of Contact: Name: Mark Bailey      Organization Code:      Telephone No: (202) 586-9424			
3. Headquarters Budget Point of Contact: Name: Jay Schell      Organization Code:      Telephone No: (202) 586-0860			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin      Telephone No: (865) 574-8688	
8. Work Authorization Number: * WI-470002-20458-09		9. Revision Number: 1	
10. Funds Authorized during FY 2009:			
B&R Code	Previous	Change	Current
WI1001020-05796-1005116	\$0 <del>\$2,000,000</del> <i>WCL</i>	\$4,000,000	\$4,000,000 <i>WCL</i> \$6,000,000 <i>WCL</i>
11. Performance period covered by funds: From: <del>10/1/2008</del> To: 9/30/2009 <i>2012</i>		12. Work Start Date: <del>7/1/2009</del> <i>8/24/2009</i> <i>WCL</i>	13. Expected Completion Date: <del>9/30/2010</del> <i>2012</i> <i>WCL</i>
14. Statement of Work: Funding in the amount of \$4,000,000 is authorized for EECBG Formula Grants Technical Assistance. These funds are made available for Project #20458 - EECBG Formula Grants Technical Assistance. These funds are to be distributed to Agreement # 19423-National Association of State Energy Officials (NASEO) Technical and Communications Support for EECBG ARRA. In accordance with AOP# OR22725 ARRA. Provide States with technical and communications support for EECBG. Activities include developing, implementing and providing a regional coordination structure to support state efforts and strategic program implementation of EECBG. Specific technical assistance to states will include program and project support of plans, communications, and innovative financing structures. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) All work must be reported in compliance with the ARRA.			
16. Work Authorization Program Official: Name (typed): Gilbert P. Sperling, Program Manager      Signature: <i>[Signature]</i> Date: 6/26/09			
17. DOE Field Organization Official: Name (typed): <i>John [unclear]</i> Signature: <i>[Signature]</i> Date: 8/15/09			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen      Signature: <i>[Signature]</i> Date: 8/19/09			
19. DOE Contracting Officer (or delegated representative): Name (typed): MARK A. MILLION      Signature: <i>Mark A. Million</i> Date: 8/18/09			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

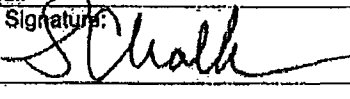
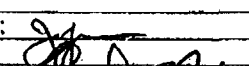
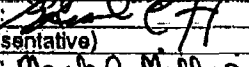
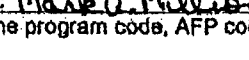
The contractor shall award large SEP and EECBG Technical Assistance (TA) contracts by October 31, 2009. The metric and tracking system will be developed and implemented by January 31, 2010. Draft studies, reports and success stories will be begin by January 2011.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will become proficient, knowledgeable and subject matter experts in SEP and EECBG TA. The contractor will develop, implement and manage technical assistance contracts for states, tribes and local governments. This will also include assistance and promotion of emerging and new energy efficient technologies to support market transformation, design assistance for new buildings and retrofits, energy modeling and demonstration support. Assistance and promotion opportunities will be identified through the technical assistance network established through awarded contracts. In addition, the contractor will develop, track and report metrics for TA activities at/through Oak Ridge National Laboratories (ORNL).

**Section C: Contractor Recovery Act Deliverables**

- Award TA contracts for SEP and EECBG
- Develop metric and tracking system
- Provide studies, reports, and success stories of TA activities

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): AOP# OR22725 ARRA	
2. Headquarters Program Point of Contact: Name: Mark Bailey      Organization Code:      Telephone No: (202) 586-9424			
3. Headquarters Budget Point of Contact: Name: Jay Schell      Organization Code:      Telephone No: (202) 586-0680			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin      Telephone No: (865) 574-8686	
8. Work Authorization Number: * WI-470002-20458-09		9. Revision Number: 2	
10. Funds Authorized during FY 2009:			
B&R Code	Previous	Change	Current
WI1001020-05798-1005116	\$8,000,000 \$6,000,000 WCL	\$10,800,000	\$18,800,000 \$16,800,000 WCL
11. Performance period covered by funds:      12. Work Start Date:      13. Expected Completion Date:			
From: <del>4/1/2008</del> To: <del>9/30/2008</del> 2012		10/1/2008	8/24/2009
			9/30/2009 2012 WCL
14. Statement of Work: Funding in the amount of \$10,800,000 is authorized for EECBG Formula Grants Technical Assistance. These funds are made available for Project #20458 - EECBG Formula Grants Technical Assistance. The Project Code for this Activity is 2004350. These funds are to be distributed to Agreement # 18423-National Association of State Energy Officials (NASEO) Technical and Communications Support for EECBG ARRA in accordance with AOP# OR22725 ARRA. Funding is provide to initiate and award a competitive solicitation for \$14 Million (\$8 Million provided herein and \$6 million dollars was sent previously to support this solicitation in Guidance Letters 09-10052S and 09-10087S). The four competitive solicitation areas of interest are: State and Local Infrastructure, Building Efficiency, Financial Mechanisms, and Program Design and Implementation. The remaining \$2.8 Million to ORNL for technical and management support. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) Reporting must conform to ARRA requirements.			
16. Work Authorization Program Official:			
Name (typed): Steven Chalk, Principal Deputy Assistant Secretary		Signature: 	Date: 7/10/09
17. DOE Field Organization Official:			
Name (typed): John ...		Signature: 	Date: 8/19/09
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen		Signature: 	Date: 8/19/09
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION		Signature: 	Date: 8/18/09

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.



## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall award large SEP and EECBG Technical Assistance (TA) contracts by October 31, 2009. The metric and tracking system will be developed and implemented by January 31, 2010. Draft studies, reports and success stories will be begin by January 2011.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will become proficient, knowledgeable and subject matter experts in SEP and EECBG TA. The contractor will develop, implement and manage technical assistance contracts for states, tribes and local governments. This will also include assistance and promotion of emerging and new energy efficient technologies to support market transformation, design assistance for new buildings and retrofits, energy modeling and demonstration support. Assistance and promotion opportunities will be identified through the technical assistance network established through awarded contracts. In addition, the contractor will develop, track and report metrics for TA activities at/through Oak Ridge National Laboratories (ORNL).

### **Section C: Contractor Recovery Act Deliverables**

- Award TA contracts for SEP and EECBG
- Develop metric and tracking system
- Provide studies, reports, and success stories of TA activities

U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION

1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Isaac Chan                      Organization Code: EE-2F                      Telephone No: (202) 586-4981			
3. Headquarters Budget Point of Contact: Name: Shawn Mason                      Organization Code:                      Telephone No: (202) 586-8862			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue                      Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20421-09		9. Revision Number: 1	
10. Funds Authorized during FY 2009:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1904032-05794-1004383	\$0	\$10,500,000	\$10,500,000
11. Performance period covered by funds: From: <del>9/15/2009</del> To: 9/30/2010 <i>mnr</i> <del>01/15/2009</del> <i>7/2009</i>		12. Work Start Date: 9/30/2010 <i>9/30/2011</i>	
13. Expected Completion Date: 9/30/2010 <i>9/30/2011</i>		14. Statement of Work: <i>8/17/09 - 9/30/2011 mnr</i>	
Funding in the amount of \$10,500,000 is authorized for Industrial Materials of the Future. These funds are made available for Solicitation #20421 - Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies. Funding for this activity will expand collaborative activity to accelerate the transition of scientific discoveries into industrial application. This funding will support efforts in two primary areas: 1) Unfunded R&D Projects - This activity will initiate R&D projects which cannot be funded with normal program funding. This enables investment in new technology projects that have been recommended for selection by merit review committees of competitive solicitations, but not funded due to lack of program funding. Funding in this area will support research and demonstration projects in the areas of nanomanufacturing (13 projects), utilization of opportunity fuels in industrial processes (7 projects), combined heat and power R&D (2 projects), and efficient technologies for energy-intensive processes (4 projects). 2) Materials/Manufacturing Technology - ORNL will issue an RFP for advancement of materials/manufacturing technology. Focus areas will be strategic materials such as titanium and magnesium, structural materials such as high temperature steels; energy storage and production materials; and advanced/field/transient processing technologies. This project area is crosscutting by supporting manufacturing needs of hydrogen, wind, solar, vehicles, and biomass technologies. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The field AFP recipient of the funds is responsible for reporting all funding obligations and costs to the Program Management Center and headquarters. The field AFP recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Jacques Beaudry-Losique, Deputy Assistant Secretary	Signature: <i>J. Beaudry-Losique</i>	Date: 7/17/09	
17. DOE Field Organization Official:			
Name (typed): <i>Johan Mason</i>	Signature: <i>Johan Mason</i>	Date: 8/13/09	
18. Contractor's Authorized Representative:			
Name (typed): <i>D.C. Christensen</i>	Signature: <i>D.C. Christensen</i>	Date: 8/14/09	
19. DOE Contracting Officer (or delegated representative)			

Name (typed): MARK A. MILLION Signature: Mark A. Million Date: 8/13/09  
\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year

FED 09-6076 AFP Jui

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19  
Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21  
Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19  
Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24  
Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22  
Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25  
Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20  
Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report  
Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report  
Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans  
Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.  
Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties  
Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance  
Task 7 - Photovoltaic Materials.  
Deliverable, Final Report  
Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): AOP# tbd, AOP# tbd, AOP# tbd, AOP# tbd, AOP# tbd, AOP# tbd, AOP# tbd, AOP# tbd, AOP# tbd	
2. Headquarters Program Point of Contact: Name: Isaac Chan                      Organization Code: EE-2F                      Telephone No: (202) 586-4981			
3. Headquarters Budget Point of Contact: Name: Shawn Mason                      Organization Code:                      Telephone No: (202) 586-8862			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue                      Telephone No: (865) 574- 4351	
8. Work Authorization Number: * IF-470002-20416-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009 :			
B&R Code	Previous	Change	Current
ED1908000-05794- 1004889	\$0	\$3,100,000	\$3,100,000
11. Performance period covered by funds: From: <del>8/29</del> 2009 To: 9/30/2012		12. Work Start Date: <del>8/29</del> 2009	13. Expected Completion Date: 9/30/2012
14. Statement of Work: Funding in the amount of \$3,100,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed amongst Agreement # 18974-Architected Nanomembranes for In-Situ Energy Conversion in accordance with AOP# tbd; Agreement # 18977-Nanocatalytic conversion of biomass into second-generation biofuels in accordance with AOP# tbd; Agreement # 18979-Oxide-Nanoparticle Containing Coatings for High Temperature Alloys in accordance with AOP# tbd; Agreement # 18980-Synthesis of Highly Ordered TiO2 Nanotubes Using Ionic Liquids for Photovoltaics in accordance with AOP# tbd; Agreement # 18981-Development and Application of Processing for Nano-Composite Materials for Lithium Ion Batteries in accordance with AOP# tbd; Agreement # 18983-Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures in accordance with AOP# tbd; Agreement # 18984-Mesoporous Carbon Membranes for Selective Gas Separations in accordance with AOP# tbd; Agreement # 18985-Nanocrystallization of LiCoO2 Cathodes for Thin Film Batteries in accordance with AOP# tbd; Agreement # 18991-Improving Heat Recovery in Biomass-Fired Boilers in accordance with AOP# tbd. Agreement: 18974; Architected Nanomembranes for In-Situ Energy Conversion -This one year, concept definition study will consist of engineering concept studies and lead to an analysis of the technological and economic impacts of a unique architecture in nanocomposites membranes. This project builds upon the proof-of-principle results of an ORNL seed money project, which demonstrated a 4-5 orders of magnitude enhancement in oxygen ionic conductivity for a solid state electrolyte membrane having nanochannel architecture. The nanoscale host-guest architecture contains oriented interfaces between nanotube/nanowire arrays perpendicular to the membrane layer. Membrane nanostructure determines the performance of a fuel cell, and also possibly, solar cell, thermoelectric devices and catalytic membrane reactors. These nanomembrane-based devices and technologies provide significant energy, carbon, and economic benefits, which will also be evaluated to better define R&D paths for commercialization. ARRA Project Code: 2004320 Agreement: 18977; Nanocatalytic conversion of biomass into second-generation biofuels -This concept definition project will focus on the potential for nanocatalysis in playing a significant role in the development of efficient processes for biomass conversion into biofuels. Second-generation biofuels (i.e., those from catalytic conversion of lingo-cellulosic biomass/wastes) serve as alternatives to gasoline and diesel fuels and offer great benefits in both energy and carbon. This project proposes to investigate the use of clay-based nanocatalysts to facilitate the breakdown of refractory organics from unconventional sources: primarily from lignin, but also from bitumen and oil shale into feedstocks that can be used for transportation fuels and for the chemical industry. Advances in the use of clay minerals as economical catalysts will be coupled with the advantages posed by nanomaterials to greatly enhance the efficiency and economics of the processing of			

MNE

refractory materials. In particular, lower temperature conversions and more rapid processing is predicted from the use of nanotechnology in this area. In particular, this study will focus on economical, naturally abundant clay-based layered nanocatalysts, and will evaluate issues related to production of the nanocatalysts and their performance in reducing waste and energy usage in the production of biofuels and chemicals from renewable sources. ARRA Project Code: 2004320 Agreement: 18979; Oxide-Nanoparticle Containing Coatings for High Temperature Alloys -The focus of the proposed work is to examine the fabrication of high temperature alloy coatings containing oxide nanoparticles. Use of oxide dispersion strengthened (ODS) alloys will enable achieving desired high temperature strength while avoiding problems with fabrication of components using these alloys. It is proposed that an optical technique, such as a laser or an infrared plasma arc lamp, will be used to rapidly heat particles sprayed onto the surface while electromagnetic stirring will be used to stir the molten pool to prevent agglomeration and floating of nanoparticles. The key and novelty in the process is the use of electromagnetic stirring. It is anticipated that this approach can be extended to the processing of bulk nanocomposite materials using optical techniques and to other wear and corrosion resistant coating with nanoparticles. ARRA Project Code: 2004320 Agreement: 18980; Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes Using Ionic Liquids for Photovoltaics -The major objective of this project is to conduct a one-year concept definition study to develop a unique technique for synthesizing highly ordered TiO<sub>2</sub> nanotubes using ionic liquids for photovoltaic (PV) applications, including dye sensitized solar cells and water splitting for hydrogen production. This project is based on a unique ionic liquid-based electrolytes technology. The scope of the project includes; 1) synthesis of highly ordered TiO<sub>2</sub> nanotubes using ionic liquids, 2) nanostructural characterization, 3) understanding synthesis mechanisms, and 4) evaluating PV characteristics. ARRA Project Code: 2004320 Agreement: 18981; Development and Application of Processing for Nano-Composite Materials for Lithium Ion Batteries -This project intends to develop optimized processing, process control and quality measures for a homogenous and reliable deposition and treatment of nano-composite coatings to be used in lithium ion battery technology with guidelines for scale-up and mass production of the product. It will develop fundamental understanding of the nanomaterial behavior, the process mechanisms, and the resulting functionality. It will integrate a quality control approach with science and technology to produce a reliable product and enable lithium ion battery technology for transportation and stationary applications. The primary purpose of the proposed effort is to advance the state of the nanomanufacturing of this nano-composite material for Li-ion batteries such that improvement in reliability in the material and in its production will be enabled and the scale-up of the technology will become feasible. ARRA Project Code: 2004320 Agreement: 18983; Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures -The use of quantum dot (QD) materials for solid state lighting and photovoltaic applications are hindered by the ability to distribute QD across a substrate and produce an ordered structure. The overall objective of this research is to develop large scale manufacturing processes to encourage the self-assembly of QD structures and to incorporate broad area thermal annealing to decrease material defects. The first objective is to demonstrate self-assembly techniques for synthesizing a QD structure using long-chain molecules to bind the QD's into dimmer and trimer structures. Through preliminary research, it has been shown that the photoluminescence intensity of the QD structure can be increased by five times by correctly controlling the spacing between the QD's. The second objective is to use pulsed thermal processing to thermally anneal the QD structure without damaging the long range order or the inter-particle spacing. It has been demonstrated that short duration thermal annealing can increase the photoluminescence intensity by an order of magnitude by reducing the number of point defects that act as non-radiative recombination centers for electron-hole pairs. Overall, it is expected the combined effects of advanced synthesis and broad area thermal annealing will increase the efficiency of the QD structures by 50 to 100 times. ARRA Project Code: 2004320 Agreement: 18984; Mesoporous Carbon Membranes for Selective Gas Separations -This project is focused on translating a novel class of material developed at Oak Ridge National Laboratory - self-assembled mesoporous carbon - into robust, efficient membrane systems for selective industrial gas separations. These tailorable, nanostructured materials, described in US Patent Application 2006057051, "Highly ordered porous carbon materials having well defined nanostructures and method of synthesis," consist of ordered mesopores and tunable micropores that are ideally sized for high throughput separation of gaseous species, such as O<sub>2</sub>, CO<sub>2</sub>, and gaseous alkanes. The carbon is synthesized by conventional chemical and materials processing approaches, which provides promise for cost effective production of precision separations materials at large scale. The project, which will involve collaboration with the research group of W.J. Koros of Georgia Institute of Technology, will consist of stage 2 R&D. The project aims to develop supported mesoporous carbon membranes in the pores of anodized commercial alumina membranes for high-flux, high-selectivity separations. Recent preliminary tests have shown excellent selective transport of carbon dioxide and propylene relative to other gases. CFO Project Code: 2004320 Agreement: 18985; Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries -The inherent difficulty of achieving high performance thin film batteries (TFB) is that they must undergo a post-deposition critical heat treatment that limits the substrate material to those that can withstand the processing environment. Thus, low temperature flexible polymer substrates cannot be utilized with conventional processing methods for these types of devices. The TFB's that are fabricated on flexible polymer substrates are limited in their performance due to the lack of the critical high temperature annealing step, which is required for optimal performance. Pulse Thermal Processing (PTP) with its unique high power densities (>20,000 W/cm<sup>2</sup>), short processing time (millisecond regime) and large

processing area (up to 1,000 cm<sup>2</sup>) is able to accomplish the required high temperature anneals of these types of material systems on flexible temperature-sensitive substrates including polymers without thermally affecting the underlying material, thus enabling a high performance flexible TFB on a polymer substrate. ARRA Project Code: 2004320 Agreement: 18991; Improving Heat Recovery in Biomass-Fired Boilers This agreement aims to identify and/or develop advanced materials, coatings and heat transfer technologies to optimize the performance of heat recovery components in biomass-fired boilers. The project addresses Waste Heat Recovery Systems area of the Waste Heat Minimization and Recovery Platform of the Energy Intensive Processes. ARRA Project Code: 2004320. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

15. Reporting Requirements: (Status reports, scientific or technical information or similar)

16. Work Authorization Program Official:

Name (typed): Douglas E. Kaempf, Program Manager Signature: *D.E. Kaempf* Date: 7/13/09

17. DOE Field Organization Official:

Name (typed): J.O. Moore Signature: *J.O. Moore* Date: 8/19/09

18. Contractor's Authorized Representative:

Name (typed): D. Christensen Signature: *D. Christensen* Date: 8/19/09

19. DOE Contracting Officer (or delegated representative)

Name (typed): M.A. Millan Signature: *Mark D. Millan* Date: 8/18/09

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion  
Milestone – Complete evaluation of engineering processing concepts for architected nanocomposite membranes; August 2010

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels  
Milestone – Complete analysis of extending technology to unconventional sources of carbon-based compounds; August 2010

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys  
Milestone – Complete initial processing trials and characterization of materials with and without electromagnetic stirring; August 2010

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)  
Milestone - Identify preferable molecular structures of ionic liquids and synthesis parameters based on characterization of nanostructures, crystalline phases and PV; May 2010

Task 5 – Nanocomposite Materials for Lithium Ion Batteries  
Milestone – Develop transport models & complete characterizations; September 2012

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures  
Milestone - Complete optical evaluation of quantum dot structures; June 2010

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations  
Milestone – Develop scalable methodology for preparing supported mesoporous carbon membranes supported on anodized alumina membranes for gas separation; August 2010

Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries  
Milestone – Determine optima PIP parameters for achieving desired performance from Thin Film Battery cathodes; August 2010

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers  
Milestone – Submit draft report with results of field corrosion probe studies; June 2012

Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2012, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

Section C: Contractor Recovery Act Deliverables

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion  
Deliverable, Final Report

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels  
Deliverable, Final Report

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys  
Deliverable, Final Report

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)  
Deliverable, Final Report

Task 5 - Nanocomposite Materials for Lithium Ion Batteries  
Deliverable, Final Report

Task 6 - Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures  
Deliverable, Final Report

Task 7 - Mesoporous Carbon Membranes for Selective Gas Separations  
Deliverable, Final Report

Task 8 - Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries  
Deliverable, Final Report

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers  
Deliverable, Final Report



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

**Financial Plan Report - Detail**

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	700,000.00	0.00	700,000.00	700,000.00
<i>AY 2009 - Work Authorization Number 470002-20476-09</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	700,000.00	0.00	700,000.00	700,000.00
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		0.00	0.00	10,500,000.00	10,500,000.00	10,500,000.00
<i>AY 2009 - Work Authorization Number: IF-470002-20421-09; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		0.00	0.00	3,100,000.00	3,100,000.00	3,100,000.00
<i>AY 2009 - Work Authorization Number IF-470002-20416-09; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										0.00	0.00	13,600,000.00	13,600,000.00	13,600,000.00
<b>Total for Fund Type: ZT</b>										0.00	700,000.00	13,600,000.00	14,300,000.00	14,300,000.00
470002	05796	ZV	1005116	W11001020	25400	0000000	2004350	0000000		0.00	0.00	16,800,000.00	16,800,000.00	16,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-20458-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: W1001000</b>										0.00	0.00	16,800,000.00	16,800,000.00	16,800,000.00
<b>Total for Fund Type: ZV</b>										0.00	0.00	16,800,000.00	16,800,000.00	16,800,000.00
470002	05797	ZW	1004760	W10702000	25400	0000000	2004360	0000000		0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-18777-09; Appropriation Symbol: 8909/100331 - \$5.8M</i>														
<i>Work Authorization Number: WI-470002-20443-09; Appropriation Symbol: 8909/100331 - \$6.0M</i>														
<b>Total for Program Parent/Control Point: W10702000</b>										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<b>Total for Fund Type: ZW</b>										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<b>Total for Recipient Code: OR</b>										0.00	12,500,000.00	30,400,000.00	42,900,000.00	42,900,000.00
<b>Total for Reporting Entity: 470002</b>										0.00	12,500,000.00	30,400,000.00	42,900,000.00	42,900,000.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										0.00	12,500,000.00	30,400,000.00	42,900,000.00	42,900,000.00

**Financial Plan Report - Detail**

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	30,400,000.00
Grand Total:	30,400,000.00
Total Non-Appropriated Funds:	0.00

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To: Legacy Critique

From: Mark A. Million

Please scan the attached document (Modification 246), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 25, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 246**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$708,400 to the contract for Military Interdepartmental Purchase Requests (MIPR) packages entitled "Installation of Natural Gas Lines for Decentralization from Central Heat Plant".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 246	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006329	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$708,400.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::57 3404::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-000R22725/246	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,349,852,201.92				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Installation of Natural Gas Lines for Decentralization from Central Heat Plant”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$708,400 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,740,491,723.55 to \$9,741,200,123.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Requests (MIPR) packages referenced in the table below. Attachment 1 to this modification contains the MIPR documents (DD Form 448).

<b>MIPR Number</b>	<b>MIPR Title</b>
F1Q3CS9054G002	Installation of Natural Gas Lines for Decentralization from Central Heat Plant (East of Atlantic Ave)
F1Q3CS9055G001	Installation of Natural Gas Lines for Decentralization from Central Heat Plant (West of Atlantic Ave)
(Numbers from Block 5 of the MIPRs)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Requests package for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)



MIPR NUMBER F1Q3CS9054G002

## Document Amendment Summary

BASIC	\$	6,300,000.00
AMENDMENT 001	\$	492,000.00
REVISED TOTAL	\$	<u>6,792,000.00</u>

\*\*The Document/Amendment Summary does not represent the Government Accounting System\*\*



MPR NUMBER F1Q3CS9055G001

## Document Amendment Summary

BASIC	\$	6,170,000.00
AMENDMENT 001	\$	<70,000.00>
AMENDMENT 002	\$	216,400.00
REVISED TOTAL	\$	<u>5,316,400.00</u>

\*\*The Document/Amendment Summary does not represent the Government Accounting System\*\*

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 3  
 Contract Modification Number: 246  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
 Fiscal Month: 11

# Financial Plan Report - Detail

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: August 20, 2009 at 11:35:03 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	0.00	4,530,000.00	0.00	4,530,000.00	4,530,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	0.00	1,100,000.00	216,400.00	1,316,400.00	1,316,400.00
<i>AY 2009 - AY 2009 - AFRA - FJXT0710231, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS</i>														
<i>5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	0.00	470,000.00	0.00	470,000.00	470,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	0.00	3,500,000.00	0.00	3,500,000.00	3,500,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	0.00	3,700,000.00	0.00	3,700,000.00	3,700,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	WV05602	0.00	1,800,000.00	492,000.00	2,292,000.00	2,292,000.00
<i>AY 2009 - AY 2009 - AFRA - FJXT0710232, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS</i>														
<i>5793404</i>														
<b>Total for Program Parent/Control Point: 400000000</b>										0.00	24,100,000.00	708,400.00	24,808,400.00	24,808,400.00
<b>Total for Fund Type: 3X</b>										0.00	24,100,000.00	708,400.00	24,808,400.00	24,808,400.00
<b>Total for Recipient Code: OR</b>										0.00	24,100,000.00	708,400.00	24,808,400.00	24,808,400.00
<b>Total for Reporting Entity: 470002</b>										0.00	24,100,000.00	708,400.00	24,808,400.00	24,808,400.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										0.00	24,100,000.00	708,400.00	24,808,400.00	24,808,400.00

Financial Plan Number: 3

Fiscal Year: 2009

Fiscal Month: 11

Contract Modification Number: 246

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: August 20, 2009 at 11:35:03

AM

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Agency	Obligation Change Amount
Defense	708,400.00
Total Appropriated Funds (Program 40):	708,400.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	708,400.00
Total Non-Appropriated Funds:	0.00

---



To: Legacy Critique

From: Mark A. Million

Please scan the attached document (Modification 247), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

August 26, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 247**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$85,000 to the contract for the Military Interdepartmental Purchase Request (MIPR) package entitled "Decision Tools for Asset Management and Infrastructure Resilience – ORNIM Implementation".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 247	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006331	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$85,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::96 3135::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	8/26/09

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-000R22725/247	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,349,937,201.92				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Decision Tools for Asset Management and Infrastructure Resilience – ORNIM Implementation”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$85,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,741,200,123.55 to \$9,741,285,123.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Request (MIPR) package referenced in the table below. Attachment 1 to this modification is the MIPR document (DD Form 448).

<b>MIPR Number</b>	<b>MIPR Title</b>
W81F8E92042702  (Number from Block 5 of the MIPR)	Decision Tools for Asset Management and Infrastructure Resilience – ORNIM Implementation

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Request package for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)

**MILITARY INTERDEPARTMENTAL PURCHASE REQUEST**

2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 23-JUL-2009	5. MIPR NUMBER W81F8E92042702	6. AMEND NO. 000
--------	-----------------------	---------------------------------	----------------------------------	---------------------

7. TO US DEPARTMENT OF ENERGY  OAK RIDGE NATIONAL LABORATORY  OAKRIDGE, TN 37831	8. FROM: NAVIGATION PLANNING CENTER  CELRH-NC 502 8TH STREET  HUNTINGTON, WV 25701-2070
--	--

9. ITEMS  ARE  ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING  HAS  HAS NOT BEEN ACCOMPLISHED

ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
1	RECOVERY ACT - IMPLEMENTATION OF ORNIM -- Project No.: 139231 ✓ ACCTING CLASS: 96 2009 3135.0000 H1 2009 08 2436 013140 2530 8D0DB6 120 96461 00008736 WORK CAT CODE: 60110 WORK CAT ELEM CODE: D9000 INITIAL ACCTING CLASS: 96 2009 3135.0000 08 013140		LS		\$85,000.00
LINE ITEM CURRENT UNOBLIG BAL AMT: \$85,000.00					

10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.

11. GRAND TOTAL: \$85,000.00

**REMARKS :**

Funds may not be exceeded without prior approval

These funds must be accepted on a reimbursable basis.

Request this order be accepted and returned within 14 days. PLEASE FAX ACCEPTANCE TO 304-399-5157, ATTN: CELRH-RM-B. Billing should be marked "Partial" or "Final".

This order has been certified by Resource Management Office on the Corps automated system (CEFMS). The system will not print an order which has not been certified, therefore, an original F&A certification will not be provided.

THIS AGREEMENT FOR DOE PROPOSAL NUMBER 2231-T332-07 IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE ECONOMY ACT OF 1932, AS AMENDED, 31 USC 1535, AND ADHERES TO FEDERAL ACQUISITION REGULATION (FAR) 6.002.

TO THE BEST OF KNOWLEDGE, THE WORK REQUESTED WILL NOT PLACE DOE AND ITS CONTRACTOR IN DIRECT COMPETITION WITH THE DOMESTIC PRIVATE SECTOR.

DOE PROPOSAL # 2231-T332-07

RECOVERY ACT: This commitment contains funds from the American Recovery and Reinvestment Act of 2009. All award documents and related communications include the clauses and provisions necessary to ensure award recipients are legally obligated and prepared to meet their reporting requirements under the Recovery Act. For each contract over \$500,000, agencies should prepare a summary of the contract document which will be made available publically and linked to Recovery.gov via the award number. (Future guidance forthcoming)

**MILITARY INTERDEPARTMENTAL PURCHASE REQUEST**

2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 23-JUL-2009	5. MIPR NUMBER W81F8E92042702	6. AMEND NO. 000
--------	-----------------------	---------------------------------	----------------------------------	---------------------

7. TO US DEPARTMENT OF ENERGY  OAK RIDGE NATIONAL LABORATORY  OAKRIDGE, TN 37831	8. FROM: NAVIGATION PLANNING CENTER  CELRH-NC 502 8TH STREET  HUNTINGTON, WV 25701-2070
--	--

9. ITEMS  ARE  ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING  HAS  HAS NOT BEEN ACCOMPLISHED

ITEM NO.	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.)	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
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Please have the accepting official sign below and return to the FINANCIAL POC address. EXPIRATION DATE: 30-SEP-2009

RA TECHNICAL POC: CHRISTY R COOPER CELRH-NC  
 RA FINANCIAL POC: JEANETTA D WILSON CELRH-RM-B (304) 399-5790  
 RA TECHNICAL POC ADDRESS: BUDGET BRANCH  
 US ARMY CORPS OF ENGINEER  
 502 8TH STREET  
 HUNTINGTON, WV 25701-2070

PA TECHNICAL POC: RANDY CURLEE 865-946-1461  
 PA FINANCIAL POC: DONNA LEGGETT 865-946-1476

\_\_\_ DIRECT FUND CITE  
 ACCEPTED \_\_\_ REIMBURSABLE \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)	13. MAIL INVOICES TO (Payment will be made by) USACE FINANCE CENTER (H1) HUNTINGTON DISTRICT 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005
---	---

14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH ON THE LINE ITEM NOs ABOVE. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.

DENISE EJ NAPIER  
 ACCOUNTANT  
 ELECTRONICALLY SIGNED BY 28-JUL-2009

15. AUTHORIZING OFFICER (Type name and title) WESLEY W WALKER SUPV ECONOMIST	16. SIGNATURE WESLEY W WALKER ELECTRONICALLY SIGNED BY	17. DATE 28-JUL-2009
--	--	-------------------------



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 3

Fiscal Year: 2009

Fiscal Month: 11

Contract Modification Number: 247

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: August 20, 2009 at 11:41:01 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	0.00	73,356,000.00	0.00	73,356,000.00	73,356,000.00
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	0.00	15,000.00	0.00	15,000.00	15,000.00
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	0.00	0.00	85,000.00	85,000.00	85,000.00
AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135.														
Total for Program Parent/Control Point: 400000000										0.00	73,371,000.00	85,000.00	73,456,000.00	73,456,000.00
Total for Fund Type: 3D										0.00	73,371,000.00	85,000.00	73,456,000.00	73,456,000.00
Total for Recipient Code: OR										0.00	73,371,000.00	85,000.00	73,456,000.00	73,456,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)										0.00	73,371,000.00	85,000.00	73,456,000.00	73,456,000.00

Financial Plan Number: 3

Fiscal Year: 2009

Fiscal Month: 11

Contract Modification Number: 247

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: August 20, 2009 at 11:41:01 AM

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Agency	Obligation Change Amount
Defense	85,000.00
<hr/>	
Total Appropriated Funds (Program 40):	85,000.00
Total DOE and Non-Appropriated Funds:	0.00
<hr/>	
Grand Total:	85,000.00
Total Non-Appropriated Funds:	0.00

---

To: Legacy Critique

From: Mark A. Million

Please scan the attached document (Modification 248), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

August 26, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 248**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$250,000 to the Work Authorization for the project entitled "Nuclear Physics – Enhanced AIP Funding at NP User Facilities (2005220)". The total amount of funds obligated under this contract since its inception is increased from \$9,741,285,123.55 to \$9,741,535,123.55.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 248		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006359
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	5. PROJECT NO. (If applicable) 1 3
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTËLLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. (x)	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725 x	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$250,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 95-91, and P.L. 111-5

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0227::TAS

See Page 3.

Note: Information reflected on Page 2 is not relevant to this modification and may not be accurate. Please disregard Page 2.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	8/26/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/248

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010  Change Item 00001 to read as follows (amount shown is the total amount):  MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY Incrementally Funded Amount: \$9,350,187,201.92				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for Revision No. 01 to the Work Authorization for the project entitled “Nuclear Physics – Enhanced AIP Funding at NP User Facilities (2005220)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$250,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,741,285,123.55 to \$9,741,535,123.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KB/OR41/9/ARRA-2 (Revision No. 01) (Attachment 1)	Nuclear Physics – Enhanced AIP Funding at NP User Facilities (2005220)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Nuclear Physics – Enhanced AIP funding at NP user facilities (2005220)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact. Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact. Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Under Secretary for Science</b>	
8. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact. Name: <b>B. Alan Tatum</b> Telephone No.: <b>865-574-4759</b>	
8. Work Authorization Number: <b>KB/OR41/9/ARRA-2</b>		9. Revision Number: <b>01</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>KB</b> Previous: <b>\$2,250</b> Change: <b>+\$250</b> Current: <b>\$2,500*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>05/2009</b>	13. Expected Completion Date: <b>02/2013</b>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p><b>\$250,000 in AIP funding</b> (previously held in risk reserve) is currently provided under KB-04-02-01-1 to refurbish the Oak Ridge Isochronous Cyclotron (ORIC) at HRIBF, bringing the total to <b>\$2,500,000</b>. Specifically, this funding is provided to improve the facility operation and reliability of HRIBF.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes AIP funding \$2,500,000.

**Continuation of WAS - Enhanced AIP funding at NP user facilities (2005220)**

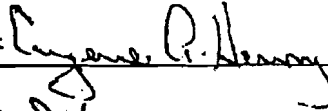
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature:

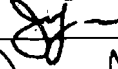


Date: 7/31/09

17. DOE Field Organization Official.

Name (typed): John [unclear]

Signature:




Date: 8/13/09

18. Contractor's Authorized Representative.

Name (typed):

Signature:



Date: 17 Aug 2009

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature:



Date: 8/10/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Enhanced AIP funding at NP user facilities (2005220)**

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
4Q FY09:	Begin RF Refurbishment Begin Beamline Upgrade Begin Extraction System Enhancement Begin Target Handling System Refurbishment Begin Main Field Power Supply
1Q FY10:	Begin HVAC Stack Monitors
2Q FY10:	Begin Vacuum System
2Q FY11:	Complete Target Handling System Refurbishment
4Q FY11:	Complete HVAC Stack Monitors
2Q FY12:	Complete Main Field Power Supply
4Q FY12:	Complete Vacuum System
1Q FY13:	Complete RF Refurbishment
2Q FY13:	Complete Extraction System Enhancement Complete Beamline Upgrade Project Complete
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
<ul style="list-style-type: none"><li>▪ Complete project within 10% of planned cost and schedule.</li></ul>	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
<ul style="list-style-type: none"><li>▪ Refurbished Oak Ridge Isochronous Cyclotron (ORIC) at HRIBF.</li></ul>	

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: 39KG01000PRN08SC71000										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	144,000.00	0.00	144,000.00	144,000.00
AY 2009 - Work authorization number: AT/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: AT00000000										0.00	144,000.00	0.00	144,000.00	144,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,250,000.00	250,000.00	2,500,000.00	2,500,000.00
AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227														
Total for Program Parent/Control Point: KB00000000										0.00	2,850,000.00	250,000.00	3,100,000.00	3,100,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KC02000000										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KG09000000										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KJ00000000										0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		0.00	2,130,585.00	0.00	2,130,585.00	2,130,585.00
AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		0.00	1,057,415.00	0.00	1,057,415.00	1,057,415.00
AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		0.00	425,000.00	0.00	425,000.00	425,000.00
AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		0.00	4,937,000.00	0.00	4,937,000.00	4,937,000.00
AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KP15000000										0.00	8,550,000.00	0.00	8,550,000.00	8,550,000.00
Total for Fund Type: WO										0.00	107,797,000.00	250,000.00	108,047,000.00	108,047,000.00
Total for Recipient Code: OR										0.00	107,797,000.00	250,000.00	108,047,000.00	108,047,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										0.00	107,797,000.00	250,000.00	108,047,000.00	108,047,000.00

Financial Plan Number: 9

Fiscal Year: 2009

Contract Modification Number: 248

Fiscal Month: 11

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: August 21, 2009 at 11:33:40 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	250,000.00
Grand Total:	250,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 249	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$25,409,670.81

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,766,944,794.36. This represents an increase of \$25,409,670.81, from \$9,741,535,123.55 to \$9,766,944,794.36.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$7,253,018.36.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/26/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 250	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$23,907,527.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,790,852,321.36. This represents an increase of \$23,907,527.00, from \$9,766,944,794.36 to \$9,790,852,321.36.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 251	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$2,669,902.92

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,793,522,224.28. This represents an increase of \$2,669,902.92, from \$9,790,852,321.36 to \$9,793,522,224.28.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 252	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$319,084.29

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,793,841,308.57. This represents an increase of \$319,084.29, from \$9,793,522,224.28 to \$9,793,841,308.57.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	8/27/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 253	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$341,504.85

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,794,182,813.42. This represents an increase of \$341,504.85, from \$9,793,841,308.57 to \$9,794,182,813.42.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 254	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$110,105.90

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,794,292,919.32. This represents an increase of \$110,105.90, from \$9,794,182,813.42 to \$9,794,292,919.32.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 255	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,936,078.70

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,796,228,998.02. This represents an increase of \$1,936,078.70, from \$9,794,292,919.32 to \$9,796,228,998.02.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 256	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,385,523.29

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,799,614,521.31. This represents an increase of \$3,385,523.29, from \$9,796,228,998.02 to \$9,799,614,521.31.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/31/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 257	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006391	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$360,291.26

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,799,974,812.57. This represents an increase of \$360,291.26, from \$9,799,614,521.31 to \$9,799,974,812.57.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 8/31/09



To: Legacy Critique

From: Mark A. Million

Please scan the attached document (Modification 258), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 2, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 258**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$4,380,000 to the Work Authorization for the project entitled "Nuclear Physics - Nuclear Science Workforce (2005270)" and \$36,000 for Revision No. 1 to the Work Authorization for the project entitled "Fusion Energy Sciences - DIII-D Facility Upgrades (2005290)". The total amount of funds obligated under this contract since its inception is increased by \$4,416,000 from \$9,799,974,812.57 to \$9,804,390,812.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 258	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006476	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$4,416,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/02/2009

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$4,380,000 to the Work Authorization for the project entitled “Nuclear Physics - Nuclear Science Workforce (2005270)” and \$36,000 for Revision No. 1 to the Work Authorization for the project entitled “Fusion Energy Sciences - DIII-D Facility Upgrades (2005290)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$4,416,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,799,974,812.57 to \$9,804,390,812.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KB/OR41/9/ARRA-4 (Attachment 1A)	Nuclear Physics – Nuclear Science Workforce (2005270)
WA No. AT/OR41/9/ARRA-1 (Revision No. 01) (Attachment 1B)	Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Nuclear Physics – Nuclear Science Workforce (2005270)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>James Beene</b> Telephone No.: <b>865-574-4622</b>	
8. Work Authorization Number: <b>KB/OR41/9/ARRA-4</b>		9. Revision Number: <b>00</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>KB</b> Previous: <b>\$0</b> Change: <b>\$+4,380</b> Current: <b>\$4,380*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>08/2009</b>	13. Expected Completion Date: <b>09/2012</b>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p><b>The following funding is provided for awards made under FOA 09-13, Applications of Nuclear Science and Technology:</b></p> <p><b>\$1,900,000 in OPE funding</b> is provided under <b>KB-03-01-04-2</b> for FWP #22570 entitled "Transfer Reactions on Unstable Nuclei Science Applications." The Principal Investigator is Daniel Bardayan. The project period is 09/2009 to 09/2012.</p> <p>A total of <b>\$2,480,000 in OPE funding</b> is provided under <b>KB-04-01-02-2</b> as follows:</p> <ul style="list-style-type: none"> <li>▪ <b>\$1,580,000</b> for FWP #22580 entitled "Total Absorption Spectrometer." The Principal Investigators are R.K. Grzywacz and K.P. Rykaczewski. The project period is 10/2009 to 09/2012.</li> <li>▪ <b>\$900,000</b> for FWP #22600 entitled "Single Crystal Large Volume Position Sensitive HPGe Detectors." The Principal Investigator is David Radford. The project period is 10/2009 to 09/2012.</li> </ul> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes OPE funding \$4,380,000.

**Continuation of WAS - Nuclear Science Workforce (2005270)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): Eugene A. Henry

Signature: 

Date: 8/16/09

17. DOE Field Organization Official

Name (typed): Johnny O. Moore

Signature: M. G. Stanton for JOM

Date: 8/26/09

18. Contractor's Authorized Representative. C.R.M. 8/27/09

Name (typed): Michelle V. Buchanan

Signature: 

Date: 8/27/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: Mark A. Million

Date: 8/24/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Nuclear Science Workforce (2005270)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

4Q FY09/      Initiate research. If the contractor is a recipient of more than one award under  
1Q FY10:      Nuclear Science Workforce, this attachment pertains to all of those awards.

2Q FY10:      Report on first quarter progress due.

Progress report due each quarter through project completion.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform research according to proposal consistent with approved budget.

Federal program managers will verify the research performance through quarterly progress reports and conference calls as needed.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly progress reports on the activities conducted for each research project.
- Final report on research results for each project.



# ATTACHMENT 1B

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)</b>	1b. Work Proposal Number (If applicable): Various
--	--

2. Headquarters Program Point of Contact. Name: <b>Edmund Synakowski</b>			Organization Code: <b>SC-24</b>	Telephone No.: <b>(301) 903-4941</b>
---	--	--	---------------------------------	--------------------------------------

3. Headquarters Budget Point of Contact. Name: <b>Karen Summers</b>			Organization Code: <b>SC-41</b>	Telephone No.: <b>(301) 903-4947</b>
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4. Responsible Program: <b>Fusion Energy Sciences</b>	5. Responsible Secretarial Officer: <b>Under Secretary for Science</b>
--	---

6. Responsible Field Organization: <b>Oak Ridge Office</b>
---

7a. Site and Facility Management Contractor: <b>UT-Battelle LLC (Oak Ridge National Laboratory)</b>	7b. Contractor Point of Contact. Name: <b>Donald Hillis</b>	Telephone No.: <b>865-576-3739</b>
--	--	------------------------------------

8. Work Authorization Number: <b>AT/OR41/9/ARRA-1</b>	9. Revision Number: <b>01</b>
--	----------------------------------

10. Funds Authorized (\$ in thousands). B&R Code: <b>AT</b> Previous: <b>\$144</b> Change: <b>+\$36</b> Current: <b>\$180*</b>			
---	--	--	--

11. Performance Period Covered by Funds. <i>see</i> From: <del>02/17/09</del> <b>7/24/09</b> To: <b>09/30/10</b>	12. Work Start Date: <i>see</i> <del>6/2009</del> <b>7/2009</b>	13. Expected Completion Date: <b>9/2011</b>
---	--	--

14. Statement of Work: *see attached*

This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 *see* applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

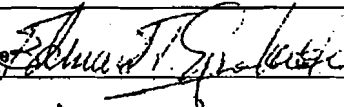

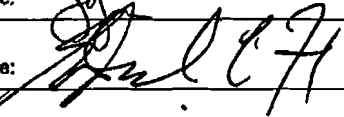

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

**Specific Recovery Act Statement of Work:**

\$36,000 that was previously held for the risk assessment is provided under AT5502, bringing the total to \$180,000, to hire a post-doc to install and implement a system that will image the edge magnetic topology on the DIII-D tokamak during the application of Resonant Magnetic Perturbations (RMP). RMPs are used to suppress Edge Localized Modes (ELMs) in DIII-D because the ELMs create undesirable pulsed heat loads to the divertor and wall structures. A realistic assessment of the impact of the applied 3-d magnetic fields requires modeling of the plasma response, which in some cases can shield the perturbation and in other cases amplify it. Assessment of the field in the plasma can be accomplished with an edge imaging system. The pedestal temperature typically lies in the 0.2 - 1.0 keV, which lies in the soft X-ray emission wavelength range. Thus the leading candidate to image the edge island structure would be from a soft X-ray pinhole camera. The primary task of the postdoc will be to lead the implementation of an edge imaging system to diagnose the edge island structure in the vicinity of the DIII-D X-point region.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

Continuation - DIII-D Facility Upgrades (2005290) - ORNL  
AT/OR41/9/ARRA-1, Rev 01

15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official. Name (typed): Edmund Synakowski	Signature: 	Date: 7/25/09
17. DOE Field Organization Official. Name (typed): John [unclear]	Signature: 	Date: 8/13/09
18. Contractor's Authorized Representative. Name (typed): D.C. CHRISTENSEN	Signature: 	Date: 8/24/09
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION	Signature: 	Date: 8/13/09

\* Includes Operating of \$180,000.

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
DIII-D Facility Upgrades (2005290) – ORNL**

**Work Authorization #AT/OR41/9/ARRA-1, Rev 01**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Secure a postdoc to focus on implementation of an edge magnetic topology imaging system	August 2009
Complete engineering design review of edge imaging system	February 2010
Install imaging system on DIII-D during the Long Torus Opening Activity	February 2011
Commission edge imaging system with first plasma light	September 2011

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Completed engineering design will be acceptable for implementation on the DIII-D tokamak

Variation from total cost of effort will be less than 10%

The task schedule will be coordinated and managed in conjunction with the planned DIII-D Long Torus Opening Activity (LTOA) such that this task does not delay the scheduled completion of the LTOA

Initial data from the diagnostic will be reported at open science meetings and conferences

**Section C: Contractor Recovery Act Deliverables**

The deliverable will be data taken to examine the edge island structure in the vicinity of the X-point in the DIII-D tokamak using an edge x-ray imaging system.

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

Financial Plan Number: 10  
 Contract Modification Number: 258  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
 Fiscal Month: 12

# Financial Plan Report - Detail

Site: OR

Page 1 of 3  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: September 1, 2009 at 02:45:46 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available	
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00	
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>											0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	144,000.00	36,000.00	180,000.00	180,000.00	
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: AT0000000</b>											0.00	144,000.00	36,000.00	180,000.00	180,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		0.00	0.00	1,900,000.00	1,900,000.00	1,900,000.00	
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		0.00	0.00	2,480,000.00	2,480,000.00	2,480,000.00	
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00	
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00	
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>															
<b>Total for Program Parent/Control Point: KB0000000</b>											0.00	3,100,000.00	4,380,000.00	7,480,000.00	7,480,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00	
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KC0200000</b>											0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00	
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KG0900000</b>											0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00	
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KJ0000000</b>											0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		0.00	2,130,585.00	0.00	2,130,585.00	2,130,585.00	
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		0.00	1,057,415.00	0.00	1,057,415.00	1,057,415.00	
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		0.00	425,000.00	0.00	425,000.00	425,000.00	
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		0.00	4,937,000.00	0.00	4,937,000.00	4,937,000.00	
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KP1500000</b>											0.00	8,550,000.00	0.00	8,550,000.00	8,550,000.00
<b>Total for Fund Type: WO</b>											0.00	108,047,000.00	4,416,000.00	112,463,000.00	112,463,000.00
<b>Total for Recipient Code: OR</b>											0.00	108,047,000.00	4,416,000.00	112,463,000.00	112,463,000.00
<b>Total for Reporting Entity: 470002</b>											0.00	108,047,000.00	4,416,000.00	112,463,000.00	112,463,000.00

Financial Plan Number: 10

Fiscal Year: 2009

Contract Modification Number: 258

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 1, 2009 at 02:45:46 PM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										0.00	108,047,000.00	-4,416,000.00	112,463,000.00	112,463,000.00

Financial Plan Number: 10

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: 258

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 1, 2009 at 02:45:46 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	4,416,000.00
Grand Total:	4,416,000.00
Total Non-Appropriated Funds:	0.00

---



To: Legacy Critique

From: Mark A. Million

Date: September 3, 2009

Please scan the attached document (Modification 259), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 3, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 259**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$9,419,046 to the contract for multiple Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased from \$9,804,390,812.57 to \$9,813,809,858.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 259	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006483	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$9,419,046.00  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 09/03/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$9,419,046 to the contract for the Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$9,419,046 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,804,390,812.57 to \$9,813,809,858.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations:

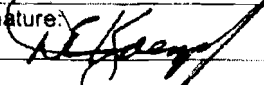
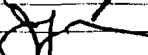
<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. IF-470002-20421-09 (Attachment 1A)	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
WA No. WI-470002-20538-09 (Attachment 1B)	Technical Assistance for Energy Star Appliance Rebate Program and Energy Star Program
WA No. FB-470002-20454-09 (Revision 0) (Attachment 1C)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. FB-470002-20454-09 (Revision 1) (Attachment 1D)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. FB-470002-20454-09 (Revision 2) (Attachment 1E)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. FB-470002-20454-09 (Revision 3) (Attachment 1F)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. BM-470002-20650-09 (Attachment 1G)	B1 – IBR FOA Support Activities
WA No. BM-470002-20650-09 (Revision 1) (Attachment 1H)	B1 – IBR FOA Support Activities
(Numbers from Block 8 of the Work Authorizations)	

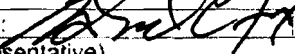

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Isaac Chan		Organization Code: EE-2F	Telephone No: (202) 586-4981
3. Headquarters Budget Point of Contact: Name: Shawn Mason		Organization Code:	Telephone No: (202) 586-8862
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue Telephone No: (865) 574-4351	
8. Work Authorization Number: IF-470002-20421-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1904032-05794-1004383	\$0	\$4,500,000	\$4,500,000
11. Performance period covered by funds: From: <del>10/1/2008</del> To: <del>9/30/2009</del>		12. Work Start Date: <del>10/1/2008</del> <b>9/29/09</b>	13. Expected Completion Date: <del>9/30/2009</del> <b>9/30/2011</b>
14. Statement of Work: <b>9/29/09 - 9/30/2011 make</b> Capital equipment funding in the amount of \$4,500,000 is authorized for Industrial Materials of the Future. These funds are made available for Solicitation #20421 - Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies. Expand collaborative activity to accelerate the transition of scientific discoveries into industrial applications, leading to improved energy efficiency throughout industry. The focus of these activities is on advancement of materials/manufacturing technology. Materials are critically important to our nation in all areas including energy, economic, and strategic security. Materials limitations to energy efficiency are usually related to inadequate performance or lifetime in severe-service environments. The success or failure of many industrial energy efficiency concepts depend on materials selection and fabrication techniques to meet the ever-increasing demands on performance and life. Materials are critical to improving our nation's energy efficiency and strategic position while enabling decreased environmental impacts. This area is crosscutting by supporting manufacturing needs of hydrogen, wind, solar, vehicles, and biomass technologies; impacting ITP's Nanomanufacturing Initiative and Energy Intensive Processes. The projects associated with this effort will partner with and leverage industry as well as state and local business incubator programs to quickly move new materials technologies into the market. 40% of the \$25M will be sent to industrial partners through existing contracts and through competitive procurements (\$8M); 46% of the funds will remain at Oak Ridge National Laboratory for RD&D efforts in direct collaboration with industry; and 14% of the funds will be dedicated to capital equipment to complement existing capabilities for utilization by industry. ARRA Code: 2004320. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The field AFP recipient of the funds is responsible for reporting all funding obligations and costs to the Program Management Center and headquarters. The field AFP recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Douglas E. Kaempf, Program Manager		Signature: 	Date: <b>7/13/09</b>
17. DOE Field Organization Official: Name (typed): <b>John Mason</b>		Signature: 	Date: <b>8/14/09</b>
18. Contractor's Authorized Representative:			

Name (typed): <b>D.C. Christensen</b>	Signature: 	Date: <b>8/14/09</b>
19. DOE Contracting Officer (or delegated representative)		
Name (typed): <b>MARK A. MILLION</b>	Signature: 	Date: <b>8/13/09</b>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year		

FED.09-6071 RA AFP Jul



## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans

Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

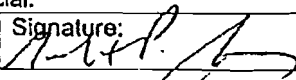
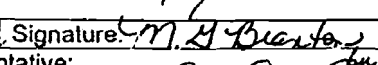
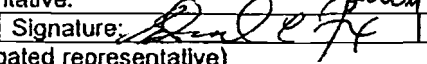
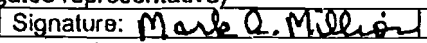
Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.  
Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report

# ATTACHMENT 1B

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Technical Assistance for Energy Star Appliance Rebate Program and Energy Star Program		1b. Work Proposal Number (if applicable): AOP# OR22726	
2. Headquarters Program Point of Contact: Name: Mark Bailey		Organization Code:	Telephone No: (202) 586-9424
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love Telephone No: (865) 574-4346	
8. Work Authorization Number: * WI-470002-20538-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1100000-05794-1005113	\$0	\$2,500,000	\$2,500,000
11. Performance period covered by funds: From: 10/1/2008 To: 9/30/2009		12. Work Start Date: <del>10/1/2008</del> 8/24/09 WCL	13. Expected Completion Date: 9/30/2010
14. Statement of Work: Funding in the amount of \$2,500,000 is authorized for Energy Efficient Appliance Rebates. These funds are made available for Project #20538 - Technical Assistance for Energy Star Appliance Rebate Program and Energy Star Program. The project code is 2004380. These funds are to be distributed to Agreement # 19549-2004380 ORNL Technical Assistance to EE Appliance Rebate Program in accordance with ACP# OR22725. Provide support to the program through development and application of activities related to Energy Star Appliances in the EE Appliance Rebate Program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Gilbert P. Sperling, Program Manager	Signature: 	Date: 7/6/09	
17. DOE Field Organization Official:			
Name (typed): Johnny O. Moore	Signature: 	Date: 8/28/09	
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen	Signature: 	Date: 8/28/09	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION	Signature: 	Date: 8/26/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Contractor will provide technical assistance to States and Territories so that they can launch market-transforming appliance rebate programs for ENERGY STAR qualified products. Contractor will assist in customizing rebate programs to reflect specific market situations, climate, and complementary programs being undertaken by utilities, manufacturers and retailers. In addition, the contractor will develop, track, and report metrics for rebate activities. States and territories must submit proposals by October 15, 2009. The metric and tracking system will be developed and implemented by January 31, 2010. Final metric and tracking reports will be due no later than March 31, 2012.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will become proficient, knowledgeable and subject matter experts in state energy efficient appliance rebate programs. The contractor will develop, implement and manage technical assistance for U.S. states and territories. This will include assistance and analysis of energy efficient appliances, especially ENERGY STAR qualified, and the tracking and monitoring of rebate program results. Assistance and monitoring opportunities will be identified through the technical assistance network established through DOE approved applications. In addition, the contractor will develop, track and report metrics for TA activities at/through Oak Ridge National Laboratories (ORNL).

**Section C: Contractor Recovery Act Deliverables**

- Program design tools that guide States in rebates program analysis and decision-making processes.
- Baseline performance metrics for measuring the success of the appliance rebate program
- Monthly rebate – related data from all States and Territories

# ATTACHMENT 1C

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004160	
2. Headquarters Program Point of Contact: Name: Shawn Herrera		Organization Code: EE-2L	Telephone No: (202) 586-1511
3. Headquarters Budget Point of Contact: Name: Sheila Traynham		Organization Code: EE-3B	Telephone No: (202) 586-9487
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley Telephone No:	
8. Work Authorization Number: * FB-470002-20454-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EL1703010-05794-1004580	\$0	\$800,000	\$800,000
11. Performance period covered by funds: <sup>8/24/2009 WLL</sup> From: <del>6/30/2009</del> To: 9/30/2010			
12. Work Start Date: <del>6/30/2009</del> <sup>8/24/2009 WLL</sup>			
13. Expected Completion Date: 9/30/2010			
14. Statement of Work: Funding in the amount of \$800,000 is authorized for Direct Technical Assistance. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19079-ORNL- Technical Guidance and Assistance in accordance with AOP# 2004160. Recovery Act TAS 8909/100331.91 Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government ORNL will provide technical assistance to enhance and accelerate FEMP service functions to the Federal government using the American Recovery and Reinvestment Act (ARRA) funds. ORNL will provide services in the following areas: Initial and/or feasibility of a particular technology; Project prioritization; Strategic energy planning and benchmarking; Technical reviews of designs and proposals; Energy audit training; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; Resource Efficiency Energy Managers; Operations and maintenance; Evaluate financial strategies, procurement specifications, and acceptance of installed systems; Detail of key lab staff to work within agencies for a limited duration (normally not more than 24 months); and All of the above with special emphasis on particular technologies in the areas of the labs' expertise. ORNL will provide project management support activities to include follow-up with the agency, completion of technical assistance reports, participation in technical assistance conference calls, quarterly joule reporting, and monthly project updates to the FEMPCentral database. Technical assistance to agencies must be approved by the Federal Energy Management Program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Reporting Requirements: (Status reports, scientific or technical information or similar)			
18. Work Authorization Program Official:			
Name (typed): Richard G. Kidd IV, Program Manager	Signature: <i>Richard G. Kidd IV</i>	Date: 7/24/09	
17. DOE Field Organization Official:			
Name (typed): Michele G. Brabton	Signature: <i>M. G. Brabton</i>	Date: 8/28/09	
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen	Signature: <i>D.C. Christensen</i>	Date: 8/28/09	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 8/24/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## Attachment A – Contractor Recovery Act Performance Requirements

For FY 2009 Federal Energy Management Program Approved Funding  
for Oak Ridge National Laboratory  
ARRA Project Code: 2004160, FED 09-1216-RA JUL

### Section A – Contractor Recovery Act Schedule or Milestone Requirements

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Schedule or Milestone Requirement: Complete assessment of hydrogen gas at NASA Stennis Space Center by September 30, 2010.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Schedule or Milestone Requirement: Technical assistance projects will be completed by September 30, 2010.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Schedule or Milestone Requirement: Technical Assistance will be completed by September 30, 2010.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Schedule or Milestone Requirement: Online training program developed by September 30, 2010.

### Section B – Contractor Recovery Act Performance Outcomes and Measures

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Outcome and Measure: Telephone conference discussion of completed assessment results to be held with key contacts at NASA Stennis Space Center to determine how they will implement assessment results.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Outcome and Measure: Follow-up with the agencies involved will be conducted and reported.

#### Section C: Contractor Recovery Act Deliverables

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Deliverable: Finalization of assessment will be logged and tracked in DOE's FEMPCentral Database.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

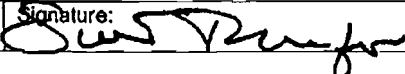
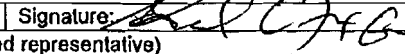
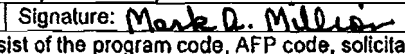
4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Deliverable: Monthly updates in meeting agreement milestones or reporting as required by ARRA in meeting project milestones and metrics.



**ATTACHMENT 1D**

**WORK AUTHORIZATION**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004160	
2. Headquarters Program Point of Contact: Name: Annie Haskins                      Organization Code: EE-2L                      Telephone No: (202) 586-4536			
3. Headquarters Budget Point of Contact: Name: Sheila Traynham                      Organization Code: EE-3B                      Telephone No: (202) 586-9487			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley                      Telephone No:	
8. Work Authorization Number: * FB-470002-20454-09		9. Revision Number: 1	
10. Funds Authorized during FY 2009:			
B&R Code	Previous	Change	Current
EL1704000-05794-1004582	\$0 <del>\$1,722,000</del>	\$416,000	<del>\$416,000</del> <del>\$1,722,000</del> \$416,000
11. Performance period covered by funds: From: <del>6/30/2009</del> To: 9/30/2010		12. Work Start Date: <del>6/30/2009</del> 8/24/2009 NCL	13. Expected Completion Date: 9/30/2010
14. Statement of Work: Funding in the amount of \$416,000 is authorized for Planning, Reporting, and Evaluation. These funds are made available for Project # 20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19178-On Line Training Program Development in accordance with AOP# 2004160. Recovery Act TAS 8909/100331.91, Project # 2004160. Communications incorporated in this funding action include the development of an on-line training program that provides the necessary education to Federal energy managers to meet American Recovery and Reinvestment Act (ARRA) requirements; produce and deliver on-line training resources to help Federal agencies assess and implement energy efficiency projects with ARRA funds. Content areas may include: Project prioritization; Strategic energy planning and benchmarking; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; and Operations and maintenance; Procurement specifications, and acceptance of installed systems. ORNL will provide technical assistance and project management support activities to include follow-up with the agencies involved, completion of technical assistance reports, participation in technical assistance conference calls and monthly updates in meeting agreement milestones will be provided to FEMP or, reported as required by ARRA in meeting project milestones and metrics. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Richard G. Kidd, IV Program Manager                      Signature:  Date: 7/22/09			
17. DOE Field Organization Official: Name (typed): Johnny D. Moore Signature:  Date: 8/28/09			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen Signature:  Date: 8/28/09			
19. DOE Contracting Officer (or delegated representative) Name (typed): MARK A. MILLION Signature:  Date: 8/24/09			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**Attachment A – Contractor Recovery Act Performance Requirements**

For FY 2009 Federal Energy Management Program Approved Funding  
for Oak Ridge National Laboratory  
ARRA Project Code: 2004160, FED 09-1216-RA JUL

**Section A – Contractor Recovery Act Schedule or Milestone Requirements**

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Schedule or Milestone Requirement: Complete assessment of hydrogen gas at NASA Stennis Space Center by September 30, 2010.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Schedule or Milestone Requirement: Technical assistance projects will be completed by September 30, 2010.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Schedule or Milestone Requirement: Technical Assistance will be completed by September 30, 2010.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Schedule or Milestone Requirement: Online training program developed by September 30, 2010.

**Section B – Contractor Recovery Act Performance Outcomes and Measures**

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Outcome and Measure: Telephone conference discussion of completed assessment results to be held with key contacts at NASA Stennis Space Center to determine how they will implement assessment results.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Outcome and Measure: Follow-up with the agencies involved will be conducted and reported.

#### Section C: Contractor Recovery Act Deliverables

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Deliverable: Finalization of assessment will be logged and tracked in DOE's FEMPCentral Database.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

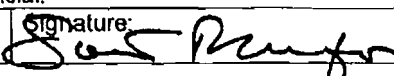
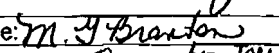
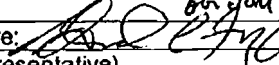
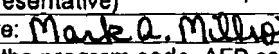
Deliverable: Project updates will be entered into the FEMPCentral Database.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Deliverable: Monthly updates in meeting agreement milestones or reporting as required by ARRA in meeting project milestones and metrics.

# ATTACHMENT 1E

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004160	
2. Headquarters Program Point of Contact: Name: David McAndrew      Organization Code: EE-2L      Telephone No: (202) 586-7722			
3. Headquarters Budget Point of Contact: Name: Shella Traynham      Organization Code: EE-3B      Telephone No: (202) 586-9487			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley      Telephone No:	
8. Work Authorization Number: * FB-470002-20454-09		9. Revision Number: 2	
10. Funds Authorized during FY 2009:			
B&R Code	Previous	Change	Current
EL1702010-05794-1004578	<del>\$0</del> <del>\$1,210,000</del> \$0	\$80,000	<del>\$80,000</del> dk
11. Performance period covered by funds:      12. Work Start Date:      13. Expected Completion Date:			
From: <del>10/1/2008</del> To: 9/30/2009 2010 NCL		10/1/2008 8/24/2009 NCL	9/30/2009-2010 NCL
14. Statement of Work: Funding in the amount of \$80,000 is authorized for Energy Savings & Performance Contracts. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19143-UESC Project Support ORNL in accordance with AOP# 2004160. Recovery Act TAS 8909/100331.91 Project # 2004160- Enhance and Accelerate FEMP Service Function to the federal government Oak Ridge National Laboratory will provide technical assistance, customized training and project support to facilitate the development of UESC projects for federal agencies. This support will include technical assistance to the National Parks Service including Alcatraz Island and the other 14 NPS facilities served by Pacific Gas and Electric, selected Air Force sites as well as other federal agencies as UESC project opportunities develop. It will also include an assesment of the potential to capture and utilized hydrogen gas which is currently being vented by the NASA Stennis Space Center. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Richard G. Kidd IV, Program Manager	Signature: 	Date: 7/24/09	
17. DOE Field Organization Official:			
Name (typed): Johnny O. Moore	Signature: 	Date: 8/29/09	
18. Contractor's Authorized Representative:			
Name (typed): DC Christensen	Signature: 	Date: 8/28/09	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION	Signature: 	Date: 8/24/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## Attachment A – Contractor Recovery Act Performance Requirements

For FY 2009 Federal Energy Management Program Approved Funding  
for Oak Ridge National Laboratory  
ARRA Project Code: 2004160, FED 09-1216-RA JUL

### Section A – Contractor Recovery Act Schedule or Milestone Requirements

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Schedule or Milestone Requirement: Complete assessment of hydrogen gas at NASA Stennis Space Center by September 30, 2010.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Schedule or Milestone Requirement: Technical assistance projects will be completed by September 30, 2010.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Schedule or Milestone Requirement: Technical Assistance will be completed by September 30, 2010.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Schedule or Milestone Requirement: Online training program developed by September 30, 2010.

### Section B – Contractor Recovery Act Performance Outcomes and Measures

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Outcome and Measure: Telephone conference discussion of completed assessment results to be held with key contacts at NASA Stennis Space Center to determine how they will implement assessment results.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Outcome and Measure: Follow-up with the agencies involved will be conducted and reported.

#### Section C: Contractor Recovery Act Deliverables

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Deliverable: Finalization of assessment will be logged and tracked in DOE's FEMPCentral Database.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Deliverable: Monthly updates in meeting agreement milestones or reporting as required by ARRA in meeting project milestones and metrics.



# ATTACHMENT 1F

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004160	
2. Headquarters Program Point of Contact: Name: Albert Ream		Organization Code: EE-2L	Telephone No: (202) 586-7230
3. Headquarters Budget Point of Contact: Name: Sheila Traynham		Organization Code: EE-3B	Telephone No: (202) 586-9487
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley Telephone No:	
8. Work Authorization Number: * FB-470002-20454-09		9. Revision Number: 3	
10. Funds Authorized during FY 2009:			
B&R Code	Previous	Change	Current
EL1702010-05794-1004578	\$0 <del>\$80,000</del> 8/24/2009 NCL	\$444,000	\$444,000 <del>\$524,000</del> NCL
11. Performance period covered by funds: From: <del>10/1/2008</del> To: 9/30/2009-2010 NCL		12. Work Start Date: <del>10/1/2008</del> 8/24/2009 NCL	13. Expected Completion Date: <del>9/30/2009</del> 2010 NCL
14. Statement of Work: Funding in the amount of \$444,000 is authorized for Energy Savings & Performance Contracts. These funds are made available for Project # 20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19208-ORNL-ESPC-Call for FEMP Technical Services in accordance with AOP # 2004160. Recovery Act TAS 8909/100331.91 Project # 2004160. ORNL will provide ESPC technical assistance to enhance and accelerate FEMP service functions to the Federal government using the American Recovery and Reinvestment Act (ARRA) funds. ORNL will provide services in the following areas: Initial and/or feasibility of a particular technology; Project prioritization; Strategic energy planning and benchmarking; Technical reviews of designs and proposals; Energy audit training; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; Resource Efficiency Energy Managers; Operations and maintenance; Evaluate financial strategies, procurement specifications, and acceptance of installed systems; Detail of key lab staff to work within agencies for a limited duration (normally not more than 24 months); and All of the above with special emphasis on particular technologies in the areas of the labs' expertise. ORNL will provide project management support activities to include follow-up with the agency, completion of technical assistance reports, participation in technical assistance conference calls, quarterly joule reporting, and monthly project updates to the FEMPCentral database. Technical assistance to agencies must be approved by the Federal Energy Management Program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Richard G. Kidd, IV Program Manager	Signature: <i>Richard G. Kidd</i>	Date: 7/22/09	
17. DOE Field Organization Official:			
Name (typed): JOHNNY D. MOORE	Signature: <i>Johnny D. Moore</i>	Date: 8/28/09	
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen	Signature: <i>D.C. Christensen</i>	Date: 8/28/09	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 8/24/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## Attachment A – Contractor Recovery Act Performance Requirements

For FY 2009 Federal Energy Management Program Approved Funding  
for Oak Ridge National Laboratory  
ARRA Project Code: 2004160, FED 09-1216-RA JUL

### Section A – Contractor Recovery Act Schedule or Milestone Requirements

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Schedule or Milestone Requirement: Complete assessment of hydrogen gas at NASA Stennis Space Center by September 30, 2010.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Schedule or Milestone Requirement: Technical assistance projects will be completed by September 30, 2010.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Schedule or Milestone Requirement: Technical Assistance will be completed by September 30, 2010.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Schedule or Milestone Requirement: Online training program developed by September 30, 2010.

### Section B – Contractor Recovery Act Performance Outcomes and Measures

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Outcome and Measure: Telephone conference discussion of completed assessment results to be held with key contacts at NASA Stennis Space Center to determine how they will implement assessment results.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Outcome and Measure: Reports will be provided to federal agency sites receiving technical assistance with recommendations for energy efficiency or renewable energy improvements.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Outcome and Measure: Follow-up with the agencies involved will be conducted and reported.

#### Section C: Contractor Recovery Act Deliverables

1. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL1702010-05794-1004578, \$80,000.

Deliverable: Finalization of assessment will be logged and tracked in DOE's FEMPCentral Database.

2. Federal Energy Management Program, Energy Savings Performance Contracts B&R and Program Codes: EL170210-05794-1004578, \$444,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

3. Federal Energy Management Program, Direct Technical Assistance B&R and Program Codes: EL1703010-05794-1004580, \$800,000.

Deliverable: Project updates will be entered into the FEMPCentral Database.

4. Federal Energy Management Program, Planning Reporting and Evaluation B&R and Program Codes: EL1704000-05794-1004582, \$416,000.

Deliverable: Monthly updates in meeting agreement milestones or reporting as required by ARRA in meeting project milestones and metrics.

# ATTACHMENT 1G

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: B1 - IBR FOA Support Activities		1b. Work Proposal Number (if applicable) AOP# 8.5.9.6	
2. Headquarters Program Point of Contact: Name: Melissa Klembara      Organization Code:      Telephone No:			
3. Headquarters Budget Point of Contact: Name: Leshawn Sutton      Organization Code: EE-3B      Telephone No: (202) 586-9258			
4. Responsible Program Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Mark Downing      Telephone No. (865) 576-8140	
8. Work Authorization Number: * BM-470002-20650-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BM0102060-05794-1004173	\$0	\$508,000	\$508,000
11. Performance period covered by funds: From: 9/1/2009 To: 9/30/2010 <i>mnc</i>		12. Work Start Date: 9/1/2009	13. Expected Completion Date: 9/30/2010 <i>mnc</i>
14. Statement of Work: Funding in the amount of \$508,000 is authorized for Integration of Biorefinery Technologies. These funds are made available for Project #20650 - B1 - IBR FOA Support Activities. These funds are to be distributed to Agreement # 19610-B1 - WBS 8.5.9.6 ORNL Feedstock Crosscut Review Support and NEPA Proposed Actions in accordance with AOP# 8.5.9.6. Oak Ridge National Laboratory is providing technical expertise via crosscut reviews on feedstock sustainability of application to the Recovery Act - Demonstration of Integrated Biorefinery Operations Funding Opportunity Announcement Number: DE-FOA-0000096. Additionally, ORNL will develop NEPA Proposed Actions plans for all of the projects selected from this FOA, as needed. ORNL will assist the selectees in evaluating the detailed baseline environmental conditions for the proposed project locations as needed. ORNL will then recommend the level of NEPA review/documentation including rationale. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE. <i>Project Wbs: 2004000</i>			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Vain Lightner, Acting Program Manager	Signature: <i>[Signature]</i>	Date:	
17. DOE Field Organization Official:			
Name (typed): J.O. Moore	Signature: <i>[Signature]</i>	Date: 8/31/09	
18. Contractor's Authorized Representative:			
Name (typed): D. Christensen	Signature: <i>[Signature]</i>	Date: 8/31/09	
19. DOE Contracting Officer (or delegated representative):			
Name (typed): M.A. Millien	Signature: <i>[Signature]</i>	Date: 8/31/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Biomass Program Integration of Biorefinery Technologies – Feedstock Cross-cut Review Support, and NEPA Proposed Actions (ORNL) - Downing

#### Section A. Contractor Recovery Act Schedule or Milestone Requirements

1. Proposal Reviews will start as soon as money is available at ORNL – September 1, 2009.
2. NEPA support work for projects will begin as early as December 1, 2009 and should be completed by September 30, 2010.
3. Proposal Reviews should be completed December 1, 2009.

#### Section B. Contractor Recovery Act Performance Outcomes and Measures

Appropriate and consistent guidelines for quantitatively measurable proposal review will be designed, and implemented, and distributed to Merit Review Committee, as well as cross-cut reviewers. NEPA support will be provided to industrial proposers in a manner consistent with requirements of Federal NEPA process, performed for DOE, and guided by the DOE NEPA Compliance Officer.

#### Section C. Contractor Recovery Act Deliverables

Successful input to the Merit Review Process, and guidance to the DOE Selection Official (September 2010).

# ATTACHMENT 1H

## WORK AUTHORIZATION



ARRA U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: B1 - IBR FOA Support Activities		1b. Work Proposal Number (if applicable): AOP# 8.5.9.8	
2. Headquarters Program Point of Contact: Name: Melissa Klembara      Organization Code: EE-2E      Telephone No: (202) 586-0031			
3. Headquarters Budget Point of Contact: Name: Leshawn Sulton      Organization Code: EE-3B      Telephone No: (202) 586-9258			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy.		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Robin Graham      Telephone No: (865) 576-7756	
8. Work Authorization Number: * BM-470002-20660-09		9. Revision Number: 1	
10. Funds Authorized during FY 2009 :			
B&R Code	Previous	Change	Current
BM0102060-05794-1004173	\$508,000	\$171,046	\$679,046
11. Performance period covered by funds: From: <del>9/1/2009</del> To: <del>9/30/2009</del> <u>3/31/2011</u>		12. Work Start Date: <del>4/1/2009</del> <u>9/1/09</u>	13. Expected Completion Date: <del>9/30/2009</del> <u>3/31/2010</u> <i>MML</i>
14. Statement of Work: Funding in the amount of \$171,046 is authorized for Integration of Biorefinery Technologies. These funds are made available for Project #2004000 - B1 - IBR FOA Support Activities. These funds are to be distributed to Agreement # 19869-B1 - WBS 8.5.9.8 ORNL Overall Merit Review Technical Support in accordance with AOP# 8.5.9.8. Oak Ridge National Laboratory is providing technical support to organize, plan, and conduct the merit review for Funding Opportunity Announcement Number: DE-FOA-000009, titled "Recovery Act - Demonstration of Integrated Biorefinery Operations". Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Valri Lightner, Acting Program Manager	Signature: <i>Valri Lightner</i>	Date: 8-5-09	
17. DOE Field Organization Official:			
Name (typed): Johnny O. Moore	Signature: <i>M. J. Banton for John</i>	Date: 8/26/09	
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen	Signature: <i>Dona Christensen</i>	Date: 27 Aug 2009	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 8/24/09	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

Organize, plan, and conduct the Merit Review for FOA Number DE-FOA-000009, titled “Recovery Act – Demonstration of Integrated Biorefinery Operations” (Agreement # 19869 \$171,046

### Section A. Contractor Recovery Act Schedule or Milestone Requirements

- 1) August 31 - Complete Technical Merit Review Planning and Training
- 2) September 30 - Complete facilitation of approximately 18 Technical Merit Review panels for Integrated Biorefinery funding applications

### Section B. Contractor Recovery Act Performance Outcomes and Measures

Outcome will be selection of 10-20 awardees to receive a total of \$480 million in integrated Biorefinery RD&D funding

### Section C. Contractor Recovery Act Deliverables

Completed Technical Merit Review Summary for each funding application reviewed

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: September 2, 2009 at 09:46:54 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		0.00	0.00	679,046.00	679,046.00	679,046.00
<i>AY 2009 - Work Authorization Number BM-470002-20650-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: BM0100000</b>										0.00	0.00	679,046.00	679,046.00	679,046.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	700,000.00	0.00	700,000.00	700,000.00
<i>AY 2009 - Work Authorization Number 470002-20476-09</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	700,000.00	0.00	700,000.00	700,000.00
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		0.00	10,500,000.00	0.00	10,500,000.00	10,500,000.00
<i>AY 2009 - Work Authorization Number: IF-470002-20421-09; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		0.00	0.00	4,500,000.00	4,500,000.00	4,500,000.00
<i>AY 2009 - Work Authorization Number: IF-470002-20421-09; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		0.00	3,100,000.00	0.00	3,100,000.00	3,100,000.00
<i>AY 2009 - Work Authorization Number IF-470002-20416-09; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										0.00	13,600,000.00	4,500,000.00	18,100,000.00	18,100,000.00
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		0.00	0.00	524,000.00	524,000.00	524,000.00
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		0.00	0.00	800,000.00	800,000.00	800,000.00
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		0.00	0.00	416,000.00	416,000.00	416,000.00
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EL1700000</b>										0.00	0.00	1,740,000.00	1,740,000.00	1,740,000.00
470002	05794	ZT	1005113	W11100000	25400	0000000	2004380	0000000		0.00	0.00	2,500,000.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work Authorization Number WI-470002-20538-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: W11100000</b>										0.00	0.00	2,500,000.00	2,500,000.00	2,500,000.00
<b>Total for Fund Type: ZT</b>										0.00	14,300,000.00	9,419,046.00	23,719,046.00	23,719,046.00
470002	05796	ZV	1005116	W11001020	25400	0000000	2004350	0000000		0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-20458-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: W11001000</b>										0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
<b>Total for Fund Type: ZV</b>										0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
470002	05797	ZW	1004760	W10702000	25400	0000000	2004360	0000000		0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-18777-09; Appropriation Symbol: 8909/100331 - \$.8M</i>														
<i>Work Authorization Number: WI-470002-20443-09; Appropriation Symbol: 8909/100331 - \$.6M</i>														
<b>Total for Program Parent/Control Point: W10702000</b>										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<b>Total for Fund Type: ZW</b>										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<b>Total for Recipient Code: OR</b>										0.00	42,900,000.00	9,419,046.00	52,319,046.00	52,319,046.00
<b>Total for Reporting Entity: 470002</b>										0.00	42,900,000.00	9,419,046.00	52,319,046.00	52,319,046.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										0.00	42,900,000.00	9,419,046.00	52,319,046.00	52,319,046.00

Financial Plan Number: 7

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: 259

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 2, 2009 at 09:46:54

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	9,419,046.00
Grand Total:	9,419,046.00
Total Non-Appropriated Funds:	0.00

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To: Legacy Critique

From: Mark A. Million

Date: September 4, 2009

Please scan the attached document (Modification 260), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Frietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 4, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 260**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amounts of \$1,550,000 to the Work Authorization for the project entitled "Building 3026 C&D Superstructure Demolition and Stabilization" and \$9,709,326 to the Work Authorization for the project entitled "Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work". The modification also reflects the change in the Contractor Point of Contact under Work Authorization No. FD/04029/41 from L. B. McGetrick to S. D. Van Hoesen. The total amount of funds obligated under this contract since its inception is increased by \$11,259,326 from \$9,813,809,858.57 to \$9,825,069,184.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
260	See Block 16C	09SC006506		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		
		9B. DATED (SEE ITEM 11)		
		x		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725		
		10B. DATED (SEE ITEM 11) 10/18/1999		
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
099114287				

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$11,259,326.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0253::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/04/2009



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amounts of \$1,550,000 to the Work Authorization for the project entitled “Building 3026 C&D Superstructure Demolition and Stabilization” and \$9,709,326 to the Work Authorization for the project entitled “Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work”. The modification also reflects the change in the Contractor Point of Contact under Work Authorization No. FD/04029/41 from L. B. McGetrick to S. D. Van Hoesen.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$11,259,326 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,813,809,858.57 to \$9,825,069,184.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FD/04019/OR/41 (Revision 1) (Attachment 1A)	Building 3026 C&D Superstructure Demolition and Stabilization
WA No. FD/04029/41 (Revision 1) (Attachment 1B)	Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: Building 3026 C&D Superstructure Demolition and Stabilization - 2002101		1b. Work Proposal Number (if applicable):	
2. ORO-EM Program Point of Contact. Name: J. T. Howell Organization Code: EM-90 Telephone No.: 865-574-3981			
3. ORO Budget Point of Contact. Name: T. T. Blaine Organization Code: FM-72 Telephone No.: 865-576-5150			
4. Responsible Program: Environmental Management - Defense		5. Responsible Secretarial Officer: Environmental Management	
6. Responsible Field Organization: Oak Ridge Office			
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory, UT-Battelle		7b. Contractor Point of Contact. Name: S. D. Van Hoesen Telephone No.: 865-573-4153	
8. Work Authorization Number: FD/04019/OR/41		9. Revision Number: 1	
10. Funds Authorized (\$ in thousands). B&R Code: FD0412000 Previous: <del>\$0.00</del>		10. Funds Authorized (\$ in thousands). Change: <del>-\$14,000</del> Current: <del>\$14,000</del>	
11. Performance Period Covered by Funds. From: 5/4/09 To: 1/31/10		12. Work Start Date: 5/2009	
13. Expected Completion Date: 1/2010			

JDK  
9/3/09  
JDK  
9/4/09  
JDK  
9/2/09

14. Statement of Work:

This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO-EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Specific Recovery Act Statement of Work:

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

This Statement of Work (SOW) is for the planning, characterization, demolition, and waste disposal of the wooden superstructure for facilities 3026 C and D. All work will be done in accordance with SC/UT-B procedures.

Building 3026 C and D Wooden Structure:

Activities authorized by this SOW include the planning and characterization activities needed to support demolition of the wooden portion of 3026 C and D as well as demolition and disposal of the wooden structure, including project management. Specific activities will include:

- Inspect facility and collect/review data and documentation to determine and document the current facility condition in preparation for transition of operational responsibility to UT - B

<ul style="list-style-type: none"> <li>• Perform surveys and inspections as required for facility surveillance and maintenance and to support characterization, stabilization, and demolition planning</li> <li>• Develop sampling and analysis plans and initiate characterization to support facility stabilization, demolition, and waste disposition</li> <li>• Develop supporting documents as needed (e.g. revised FHA, Safety Documents, Waste Handling Plan)</li> <li>• Develop specifications and related bid documents to conduct procurement and select best value subcontractor for facility stabilization, demolition, and final characterization as required</li> <li>• Management and oversight of D&amp;D subcontractor</li> <li>• Perform Project Management functions (e.g. cost estimating and tracking, schedule development, related planning activities)</li> </ul>		
<p>15. Reporting Requirements (Status reports, scientific and technical information or similar):</p> <p>The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.</p>		
16. Work Authorization Program Official.		
Name (typed): J. T. Howell	Signature: <i>J. T. Howell</i>	Date: 4/29/09
17. DOE Field Organization Official.		
Name (typed): Johnny O. Moore	Signature: <i>J. O. Moore</i>	Date: 4/29/09
18. Contractor's Authorized Representative.		
Name (typed): Kelly J. Beierschmitt	Signature: <i>K. J. Beierschmitt</i>	Date: 4/29/09
19. DOE Contracting Officer (or delegated representative).		
Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 4/29/09

JDK  
9/2/09

Jm 7/9/09

MAM 9/4/09

B&R Code: FD0412000

Work Auth. No.: FD/04019/OR/41

<ul style="list-style-type: none"> <li>• Perform surveys and inspections as required for facility surveillance and maintenance and to support characterization, stabilization, and demolition planning</li> <li>• Develop sampling and analysis plans and initiate characterization to support facility stabilization, demolition, and waste disposition</li> <li>• Develop supporting documents as needed (e.g. revised FHA, Safety Documents, Waste Handling Plan)</li> <li>• Develop specifications and related bid documents to conduct procurement and select best value subcontractor for facility stabilization, demolition, and final characterization as required</li> <li>• Management and oversight of D&amp;D subcontractor</li> <li>• Perform Project Management functions (e.g. cost estimating and tracking, schedule development, related planning activities)</li> </ul>		
<p>15. Reporting Requirements (Status reports, scientific and technical information or similar):</p> <p>The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.</p>		
16. Work Authorization Program Official.		
Name (typed): J. T. Howell	Signature: <i>J. J. Howell</i>	Date: 4/29/09
17. DOE Field Organization Official.		
Name (typed): Johnny O. Moore	Signature: <i>J. O. Moore</i>	Date: 4/29/09
18. Contractor's Authorized Representative.		
Name (typed): Kelly J. Beierschmitt	Signature: <i>K. J. Beierschmitt</i>	Date: 4/29/09
19. DOE Contracting Officer (or delegated representative).		
Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 4/29/09

JDK  
9/10/09  
9/4/09

AB  
9/4/09

B&R Code: FD0412000

Work Auth. No.: FD/04019/OR/41

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Award Demolition Contract	6/2009
Begin Demolition of Wooden Superstructure	9/2009
Complete Demolition of Wooden Superstructure	12/2009

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Complete demolition of the Building 3026 C and D wooden structure according to schedule.

**Section C: Contractor Recovery Act Deliverables**

Demolition of the Building 3026 C and D wooden structure.

**ATTACHMENT 1B**

**WORK AUTHORIZATION**





- Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
- Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
- Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
- Coordinate Environmental Compliance Activities involving Site-wide issues.
- Coordinate site space usage.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

Specific Work Supported by this authorization is as follows

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells) - (\$500,000)
2. ORNL Small Facilities Completion Demolition - (\$500,000)
3. Core hole 8 Remediation - (\$100,000)
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) - (\$200,000)
5. Bethel Valley Groundwater Early Actions (Pump and Treat) - (\$100,000)
6. Melton Valley Sentinel Wells - (\$100,000)
7. Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation) - (\$500,000)

Work Auth. No.: FD/04029/41

BIR Code: FD 0412000

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): J. T. Howell	Signature: <i>J. J. Howell</i>	Date: 6/12/09
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JDK 9/3/09

17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: <i>JOM</i>	Date: 6/12/09
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JOM 9/4/09

18. Contractor's Authorized Representative:

Name (typed): Kelly J. Beierschmitt	Signature: <i>KJB</i>	Date: 6/12/09
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19. DOE Contracting Officer (or delegated representative):

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 6/15/09
----------------------------------	--------------------------------------	------------------

MAM 9/4/09

\* The revision number will consist of a 2-digit program identifier, 4-digit sequential number, and the last digit of the fiscal year.

	<u>Previous</u>	<u>Change</u>	<u>Current</u>
1.	500,000	328,718	828,718
2.	500,000	368,716	868,761
3.	100,000	282,137	382,137
4.	200,000	8,118,855	8,318,855
5.	100,000	282,137	382,137
6.	100,000	Ø	100,000
7.	500,000	328,718	828,718
	<u>2,000,000</u>	<u>9,709,326</u>	<u>11,709,326</u>

JDK 9/3/09

- Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
- Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
- Provide E&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
- Coordinate Environmental Compliance Activities involving Site-wide issues.
- Coordinate site space usage.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

Specific Work Supported by this authorization is as follows

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells) - (\$500,000)
2. ORNL Small Facilities Completion Demolition - (\$500,000)
3. Core hole 8 Remediation - (\$100,000)
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) - (\$200,000)
5. Bethel Valley Groundwater Early Actions (Pump and Treat) - (\$100,000)
6. Melton Valley Sentinel Wells - (\$100,000)
7. Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation) - (\$500,000)

Work Auth. No.: FD/04029/41

BIR Code: FD0412000

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): J. T. Howell	Signature: <i>J. T. Howell</i>	Date: 4/12/09
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JDK 9/3/09

17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: <i>J. O. Moore</i>	Date: 4/12/09
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: <i>K. J. Beierschmitt</i>	Date: 6/12/09
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JDK 9/4/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 6/15/09
----------------------------------	--------------------------------------	------------------

\* The revision number will consist of a 2-digit program identifier, 4-digit sequential number, and the last digit of the fiscal year.

	<u>Previous</u>	<u>Change</u>	<u>Current</u>
1.	500,000	328,718	828,718
2.	500,000	368,716	868,761
3.	100,000	282,137	382,137
4.	200,000	8,118,855	8,318,855
5.	100,000	282,137	382,137
6.	100,000	∅	100,000
7.	500,000	328,718	828,718
	<u>2,000,000</u>	<u>9,709,326</u>	<u>11,709,326</u>

JDK 9/3/09

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Defense funded contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

Financial Plan Number: 4  
 Contract Modification Number: ~~369~~ 260  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
 Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: September 4, 2009 at 08:55:51 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		0.00	175,000.00	0.00	175,000.00	175,000.00
<b>Total for Program Parent/Control Point: EW1000000</b>										0.00	175,000.00	0.00	175,000.00	175,000.00
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		0.00	100,000.00	0.00	100,000.00	100,000.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Melton Valley Sentinel Wells.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		0.00	14,000,000.00	1,550,000.00	15,550,000.00	15,550,000.00
<i>AY 2009 - Per Funding Authorizations dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$14,000,000 for Building 3026 Demolish Wooden Superstructure.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		0.00	500,000.00	328,718.00	828,718.00	828,718.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		0.00	500,000.00	368,761.00	868,761.00	868,761.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for ORNL Small Facilities Completion Demolition.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		0.00	100,000.00	282,137.00	382,137.00	382,137.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Corehole 8 Remediation.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		0.00	200,000.00	8,118,855.00	8,318,855.00	8,318,855.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$200,000 for Bethel Valley Burial Grounds (Cap SWSA 1 and 3).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		0.00	100,000.00	282,137.00	382,137.00	382,137.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Bethel Valley Groundwater Early Actions (Pump and Treat).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		0.00	500,000.00	328,718.00	828,718.00	828,718.00
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation).</i>														
<b>Total for Program Parent/Control Point: FD0412000</b>										0.00	16,000,000.00	11,259,326.00	27,259,326.00	27,259,326.00
<b>Total for Fund Type: EZ</b>										0.00	16,175,000.00	11,259,326.00	27,434,326.00	27,434,326.00
<b>Total for Recipient Code: OR</b>										0.00	16,175,000.00	11,259,326.00	27,434,326.00	27,434,326.00
<b>Total for Reporting Entity: 470002</b>										0.00	16,175,000.00	11,259,326.00	27,434,326.00	27,434,326.00
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										0.00	16,175,000.00	11,259,326.00	27,434,326.00	27,434,326.00

Financial Plan Number: 4

Fiscal Year: 2009

Fiscal Month: 12

**Financial Plan Report - Detail**

Site: OR

Page 2 of 2

Report: RFP0001

Contract Modification Number: ~~260~~ 260

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: September 4, 2009 at 08:55:51 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	11,259,326.00
Grand Total:	11,259,326.00
Total Non-Appropriated Funds:	0.00

---

To: Legacy Critique

From: Mark A. Million

Date: September 10, 2009

Please scan the attached document (Modification 261), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Frieze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 10, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 261**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$720,000 to the contract for the project entitled "Smart Grid Investment Grant Program". The total amount of funds obligated under this contract since its inception is increased by \$720,000 from \$9,825,069,184.57 to \$9,825,789,184.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 261		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 09SC006525	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		5. PROJECT NO. (If applicable) 1   2	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$720,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0328::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/10/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$720,000 to the contract for the project entitled “Smart Grid Investment Grant Program (EISA 1306)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$720,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,825,069,184.57 to \$9,825,789,184.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. TD-470002-20389-09 (Attachment 1)	Smart Grid Investment Grant Program (EISA 1306)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

ARRA U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Smart Grid Investment Grant Program (EISA 1306)		1b. Work Proposal Number (if applicable): AOP# 999	
2. Headquarters Program Point of Contact: Name: Eric Lightner                      Organization Code:                      Telephone No: (202) 586-8130			
3. Headquarters Budget Point of Contact: Name: Monica Bradley                      Organization Code: OE-1.1                      Telephone No: (202) 586-5517			
4. Responsible Program: Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Tom King, Jr.                      Telephone No: (865) 241-5756	
8. Work Authorization Number: TD-470002-20389-09		9. Revision Number: 0	
10. Funds Authorized during FY 2009:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
TD5011000-05846	\$0	\$720,000	\$720,000
→ 8/24/09 WCL			
11. Performance period covered by funds: From: <del>10/1/2008</del> To: 9/30/2009		12. Work Start Date: <del>10/1/2008</del> 8/24/09 WCL	
		13. Expected Completion Date: 9/30/2009	
14. Statement of Work: Recovery funding in the amount of \$720,000 is authorized for Smart Grid Investment Program. These funds are made available for Project #20389 - Smart Grid Investment Grant Program (EISA 1306). These funds are to be distributed to Agreement # 19623-ORNL Grant Review in accordance with AOP# 999. Funds are to support the merit reviewers for Smart Grid Investment Program grant reviewers at ORNL. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Henry Kenchington, Deputy Assistant Secretary		Signature: <i>[Signature]</i> for HK	Date: 7/29/09
17. DOE Field Organization Official:			
Name (typed): Michele G. Branton		Signature: <i>M.G. Branton</i>	Date: 8/26/09
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen		Signature: <i>[Signature]</i>	Date: 8/26/09
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION		Signature: <i>Mark A. Million</i>	Date: 8/24/09
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall perform technical merit reviews of applications received in response to the Smart Grid Investment Grant Funding opportunity Announcement. The reviews should be completed by August 28, 2009, however, additional time might be required. In addition the contractor shall oversee a team to perform reviews of SGIG proposals with respect to proposed approaches for performing consumer behavior studies that institute methods to eliminate biases. These reviews should be performed by September 9, 2009, although additional time might be required. Finally, the remainder of the funds should be applied to a current effort to develop and implement a cost-benefit estimation methodology to measure the impact of SGIG projects. A peer review of the methodology is expected to take place on September 9, 2009 and the method should be implemented by August 13, 2009.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will support OE in technical merit reviews and other reviews that pertain to the expeditious review and selection of SGIG proposals so that ARRA funds can be applied as quickly as possible to create jobs and stimulate the economy. In addition, the cost-benefit estimation methodology being developed at ORNL is the principal method measure the outcome of smart grid projects with respect to economic, reliability, and environmental benefits.

### **Section C: Contractor Recovery Act Deliverables**

- Technical Merit Reviews
- Analysis and Recommendations for Performing Consumer Behavior Studies
- A cost-benefit analysis tool and supporting documentation
- Recommendations for Data Requirements and Analysis for selected SGIG projects.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 1

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: N/A

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)

Report Generated on: September 8, 2009 at 11:35:34 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05846	BW	3123742	TD5011000	25400	0000000	2006000	0000000		0.00	0.00	720,000.00	720,000.00	720,000.00
<i>AY 2009 - Work Authorization Number TD-470002-20389-09; Appropriation Symbol: 8909/100328</i>														
Total for Program Parent/Control Point: TD5011000										0.00	0.00	720,000.00	720,000.00	720,000.00
Total for Fund Type: BW										0.00	0.00	720,000.00	720,000.00	720,000.00
Total for Recipient Code: OR										0.00	0.00	720,000.00	720,000.00	720,000.00
Total for Reporting Entity: 470002										0.00	0.00	720,000.00	720,000.00	720,000.00
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)										0.00	0.00	720,000.00	720,000.00	720,000.00

Financial Plan Number: 1  
Contract Modification Number: N/A  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
Fiscal Month: 12

**Financial Plan Report - Detail**

Site: OR

Page 2 of 2  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)**

Report Generated on: September 8, 2009 at 11:35:34 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	720,000.00
Grand Total:	720,000.00
Total Non-Appropriated Funds:	0.00

---



To: Legacy Critique

From: Mark A. Million

Date: September 16, 2009

Please scan the attached document (Modification 262), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Frieze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 15, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 262**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to de-obligate American Recovery and Reinvestment Act of 2009 funds in the amount of \$1,000 from the contract for the project entitled "Melton Valley Support Facility GPP". The total amount of funds obligated under this contract since its inception is decreased by \$1,000 from \$9,825,789,184.57 to \$9,825,788,184.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 262	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006580	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Decrease: -\$1,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 09/15/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 262	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006580	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$1,000.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

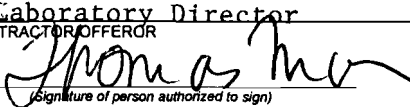
Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Thom Mason Laboratory Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$1,000 from the project entitled “Melton Valley Support Facility GPP”. This de-obligation is reflected in the attached Science Laboratories Infrastructure – FY 2009 September Program Guidance Attachment (Attachment 1). The Work Authorization referenced in Section C below will be modified to reflect this de-obligation at a later date.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$1,000 are hereby de-obligated from the Recovery Act activities identified in Section C below. The total amount of funds obligated under this contract since its inception is decreased from \$9,825,789,184.57 to \$9,825,788,184.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KG/OR41/9 (ORNL Tracking No. 131548) (See Contract Modification 206)	Science Laboratories Infrastructure – Melton Valley Support Facility GPP
(Number from Block 8 of the Work Authorization)	

- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## SCIENCE LABORATORIES INFRASTRUCTURE FY 2009 SEPTEMBER PROGRAM GUIDANCE ATTACHMENT

RPT7.RPT

B&R: KG 9100227

Lab: OAK RIDGE NATIONAL LABORATORY

SETASIDES: Include All

Current Stage: 2009-08-02

Proposed Stage: 2009-12-60

\$: Whole

Science Laboratories Infrastructure  
FY 2009 September Program Guidance Attachment

11 Sep 09

Page 1

		Approved Obligations			Approved Costs		
		Current	Change	Proposed	Current	Change	Proposed
Oak Ridge Operations Office							
		OAK RIDGE NATIONAL LABORATORY					
Operating Expenses							
KG09	General Plant Projects (GPP)						
KG09	General Plant Projects (GPP)						
	GPP	10,000,000	-1,000	9,999,000	10,000,000	-1,000	9,999,000
	<b>Total KG09</b>	<b>10,000,000</b>	<b>-1,000</b>	<b>9,999,000</b>	<b>10,000,000</b>	<b>-1,000</b>	<b>9,999,000</b>
	<b>Total Operating Expenses</b>	<b>10,000,000</b>	<b>-1,000</b>	<b>9,999,000</b>	<b>10,000,000</b>	<b>-1,000</b>	<b>9,999,000</b>
Construction							
39KG01	General Purpose Facilities						
Line Item							
08-SC-71	Modernization of Laboratory Facilities	60,568,000	0	60,568,000			
	<b>Total Line Item</b>	<b>60,568,000</b>	<b>0</b>	<b>60,568,000</b>			
	<b>Total 39KG01</b>	<b>60,568,000</b>	<b>0</b>	<b>60,568,000</b>			
	<b>Total Construction</b>	<b>60,568,000</b>	<b>0</b>	<b>60,568,000</b>			
	<b>Total OAK RIDGE NATIONAL LABORATORY</b>	<b>70,568,000</b>	<b>-1,000</b>	<b>70,567,000</b>			

# ATTACHMENT 2

## FINANCIAL PLAN REPORT



# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: September 15, 2009 at 07:23:21 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	180,000.00	0.00	180,000.00	180,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT00000000</b>										0.00	180,000.00	0.00	180,000.00	180,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		0.00	1,900,000.00	0.00	1,900,000.00	1,900,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		0.00	2,480,000.00	0.00	2,480,000.00	2,480,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB00000000</b>										0.00	7,480,000.00	0.00	7,480,000.00	7,480,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC02000000</b>										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	10,000,000.00	-1,000.00	9,999,000.00	9,999,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG09000000</b>										0.00	10,000,000.00	-1,000.00	9,999,000.00	9,999,000.00
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ00000000</b>										0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		0.00	2,130,585.00	0.00	2,130,585.00	2,130,585.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		0.00	1,057,415.00	0.00	1,057,415.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		0.00	425,000.00	0.00	425,000.00	425,000.00
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		0.00	4,937,000.00	0.00	4,937,000.00	4,937,000.00
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP15000000</b>										0.00	8,550,000.00	0.00	8,550,000.00	8,550,000.00
<b>Total for Fund Type: WO</b>										0.00	112,463,000.00	-1,000.00	112,462,000.00	112,462,000.00
<b>Total for Recipient Code: OR</b>										0.00	112,463,000.00	-1,000.00	112,462,000.00	112,462,000.00
<b>Total for Reporting Entity: 470002</b>										0.00	112,463,000.00	-1,000.00	112,462,000.00	112,462,000.00

Financial Plan Number: 11

Fiscal Year: 2009

Fiscal Month: 12

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Contract Modification Number: 262

Report: RFP0001

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 15, 2009 at 07:23:21 AM

Rpt Entity	Fund Code	Leg FT Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)									0.00	112,463,000.00	-1,000.00	112,462,000.00	112,462,000.00

Financial Plan Number: 11

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: 262

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 15, 2009 at 07:23:21 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-1,000.00
Grand Total:	-1,000.00
Total Non-Appropriated Funds:	0.00

---

To: Legacy Critique

From: Mark A. Million

Date: September 18, 2009

Please scan the attached document (Modification 263), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 17, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 263**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to de-obligate American Recovery and Reinvestment Act of 2009 funds in the amount of \$1,308 from the contract for the project entitled "Decentralization of Facilities from Central Heat Plant" at Dover Air Force Base. The total amount of funds obligated under this contract since its inception is decreased by \$1,308 from \$9,825,788,184.57 to \$9,825,786,876.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 263	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006602	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999	
CODE 099114287	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 See Page 2. Net Decrease: -\$1,308.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Recovery TAS::57 3404::TAS

See Page 2.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 09/16/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 263	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006602	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Decrease: -\$1,308.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N


Recovery TAS::57 3404::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/17/09
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from the project entitled “Decentralization of Facilities from Central Heat Plant”. This project involves a Military Interdepartmental Purchase Requests (MIPR) agreement with Dover Air Force Base.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$1,308 are hereby de-obligated from the Recovery Act activities identified in the attached Financial Plan Report – Detail (Attachment 1). The total amount of funds obligated under this contract since its inception is decreased from \$9,825,788,184.57 to \$9,825,786,876.57.
- C. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 4

Fiscal Year: 2009

Contract Modification Number: 263

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

#### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: September 15, 2009 at 07:51:57 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	0.00	4,530,000.00	-815.00	4,529,185.00	4,529,185.00
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave. at Dover AFB.</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	0.00	1,316,400.00	0.00	1,316,400.00	1,316,400.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	0.00	470,000.00	-44.00	469,956.00	469,956.00
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Building 800 (VQ) at Dover AFB.</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	0.00	4,500,000.00	-183.00	4,499,817.00	4,499,817.00
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave. at Dover AFB.</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	0.00	4,500,000.00	-7.00	4,499,993.00	4,499,993.00
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 1 East of Atlantic Ave. at Dover AFB.</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	0.00	2,292,000.00	0.00	2,292,000.00	2,292,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	0.00	3,500,000.00	-58.00	3,499,942.00	3,499,942.00
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave. at Dover AFB.</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	0.00	3,700,000.00	-201.00	3,699,799.00	3,699,799.00
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 3 East of Atlantic Ave. at Dover AFB.</i>														
<b>Total for Program Parent/Control Point: 400000000</b>										0.00	24,808,400.00	-1,308.00	24,807,092.00	24,807,092.00
<b>Total for Fund Type: 3X</b>										0.00	24,808,400.00	-1,308.00	24,807,092.00	24,807,092.00
<b>Total for Recipient Code: OR</b>										0.00	24,808,400.00	-1,308.00	24,807,092.00	24,807,092.00
<b>Total for Reporting Entity: 470002</b>										0.00	24,808,400.00	-1,308.00	24,807,092.00	24,807,092.00
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										0.00	24,808,400.00	-1,308.00	24,807,092.00	24,807,092.00

Financial Plan Number: 4

Fiscal Year: 2009

Contract Modification Number: 263

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: September 15, 2009 at 07:51:57

AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	-1,308.00
Total Appropriated Funds (Program 40):	-1,308.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	-1,308.00
Total Non-Appropriated Funds:	0.00

---

To: Legacy Critique

From: Mark A. Million

Date: September 22, 2009

Please scan the attached document (Modification 264), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Frietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 22, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 264**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$89,900 to the contract for the Military Interdepartmental Purchase Request (MIPR) package entitled "Ceramic Material Testing on Teledyne Excentric Core Demo Turbine H/W".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 264	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006632	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. (x)		
CODE 099114287		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725 x		
		10B. DATED (SEE ITEM 11) 10/18/1999		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 2. Net Increase: \$89,900.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

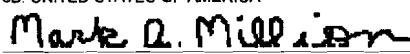
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Recovery TAS::57 3605::TAS

See Page 2.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/22/2009

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Ceramic Material Testing on Teledyne Excentric Core Demo Turbine H/W”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$89,900 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,825,786,876.57 to \$9,825,876,776.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Request (MIPR) package referenced in the table below. Attachment 1 to this modification is the MIPR document (DD Form 448).

<b>MIPR Number</b>	<b>MIPR Title</b>
F4FB EY9212G001  (Number from Block 5 of the MIPR)	Ceramic Material Testing on Teledyne Excentric Core Demo Turbine H/W

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Request package for the activity.
- F. All other terms and conditions remain unchanged.

**ATTACHMENT 1**

**MILITARY INTERDEPARTMENTAL  
PURCHASE REQUEST (MIPR)**



MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					PAGE 1		
2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 28-JUL-09	5. MPR NUMBER F4FBY9212G001	8. AMEND NO. Basic			
7. TO: <i>U.S. Dept. of Energy</i> <i>Oak Ridge National Laboratory</i> <i>Mat'l Science &amp; Technology Div</i> <i>One Bethel Valley Road</i> <i>Oak Ridge, TN 37831-6437</i> <i>(865) 576-0646</i>			8. FROM: (Agency, name, telephone number of originator) Eric Talley AFRL/RZF 1950 Fifth Street WPAFB, OH 45433-7251 (917) 255-5930				
9. ITEMS <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input checked="" type="checkbox"/> HAS NOT BEEN ACCOMPLISHED.							
ITEM NO.	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.)	QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE		
1	Period of performance: 15 Aug 09 - 31 Jan 10 ORNL Technical POC: Mr Hui-Tay Lin, 865-576-8857 ORNL Financial POC: Ms Teresa R. Hope, 865-576-0846 AFRL/RZF Financial POC: Elisabeth Johnson, (937)255-8208 AFRL/RZF Technical POC: Rebecca Newman, 937-255-7507 This is not an Intra-Agency acquisition. Therefore, D&F is required. This contracting action has been coordinated with AFRL/PAK <i>Rebecca W. Newman</i> <i>Program Manager</i> Fund Oak Ridge Nat'l Labs to conduct Ceramic Mat'l testing on Teledyne Excentric Core Demo turbine h/w  Reference the entire accounting classification and MIPR number on all obligation documents. Send contract award documents to the address in Block 8. Complete the FPDS-NG CAR with Funding Agency ID: 5700 (Air Force) and Funding Office ID/BPN: (F4FBY). All reimbursements must be done through the Intergovernmental Payment and Collection (IPAC) system whenever possible. State the Seller BPN on the DD Form 448-2, MIPR Acceptance, in Block 13, and on each invoice. The assisting agency shall provide a DD Form 448-2 to deobligate remaining funds at contract end. If not received, the PM will request a DD Form 448-2 by memorandum. If the form is not received within 30 days of the written memorandum, another memorandum will be sent that funds will be deobligated in 30 days without further notice. These funds are available for services for a period not to exceed one year from the date of obligation and acceptance of this order. All unobligated funds shall be returned to their ordering activity no later than one year after the acceptance.  <i>RECOVERY AC. FUNDS</i>  ****SEE CONTINUATION PAGE**** //SIGNED// 11-AUG-09 HULETT, W. J., DR-2 ARROSPACE ENGINEER AFRL/RZF/RZTP 937 255-7334	1	EA	89,900.00	89,900.00		
10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS, SHIPPING INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.					11. GRAND TOTAL \$ 89,900.00		
12. TRANSPORTATION ALLOTMENT (Used if MUB Contractor's plant)			13. MAIL INVOICES TO (Payment will be made by) DFAS-BVFD DFAS-JAIQBA/CO P.O. BOX 369024 COLUMBUS, OH 43236-9024 PAY OFFICE DODAAAD DODAAAC				
14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.							
ACRN	APPROPRIATION	LMHT/ SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION			ACCTS STA DODAAAD	AMOUNT
AA	5793605		RT9 17NL 628E06 6TRZTP 58800 629067 503000 JON: 8506MSPT CSN: J9T298 PSR: 046183 PBR: 520501 DSR: 105572			003000	\$ 89,900.00
			12-AUG-09 SIPRS, T. H., GS07 FUNDS CERTIFIER MUCYB/PME/PMSA (937) 255-2013				
15. AUTHORIZING OFFICER (Type name and title) TALLEY, E. D., GS12 FINANCIAL SPECIALIST AFRL/RZF/RZF 255-5930			16. SIGNATURE //SIGNED//		17. DATE 12 AUG 09		

MIPR NUMBER F4FBRY9212G001

ITEM NO.	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.)	QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE
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nce of the order or upon completion of the orders, whichever is earlier.

FOOTNOTE 1: I certify that the goods acquired under this agreement are legitimate, specific requirements representing a bona fide need of the fiscal year in which these funds are obligated. Required reviews are complete.

FOOTNOTE 7: IAW Section 801, 10 USC 2330, the Services Designated Official has approved the attached non-performance-based work statement. Any contract or task order resulting from this request is to be acquired using performance-based principles to the maximum extent practical.

FOOTNOTE 9: this Economy Act order is supported by a Determination & Finding approved by Mr Douglas Bowers, SES, Director, AFRL Propulsion Directorate.

I certify to the propriety of funds cited on this contractual administrative commitment document (DFAS-DE 7010.1-R). This requirement is included in the approved program (BA/PA) for FY09.

*This agreement is entered into pursuant to the authority of the Economy Act of 1932, as amended (31 USC § 1535) [or cite here another statutory reference] and adheres to Federal Acquisition Regulation 6.002. To the best of our knowledge the work requested will not place DOE and its contractor in direct competition with the domestic private sector.*

*per attached e-mail*

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 5

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: 264

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

# Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: September 17, 2009 at 10:14:46 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	0.00	4,529,185.00	0.00	4,529,185.00	4,529,185.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	0.00	1,316,400.00	0.00	1,316,400.00	1,316,400.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	0.00	469,956.00	0.00	469,956.00	469,956.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	0.00	4,499,817.00	0.00	4,499,817.00	4,499,817.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	0.00	4,499,993.00	0.00	4,499,993.00	4,499,993.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	0.00	2,292,000.00	0.00	2,292,000.00	2,292,000.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	0.00	3,499,942.00	0.00	3,499,942.00	3,499,942.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	0.00	3,699,799.00	0.00	3,699,799.00	3,699,799.00	
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0495583	45WV13201	0.00	0.00	89,900.00	89,900.00	89,900.00	
AY 2009 - ARRA funded - Conduct Ceramic Material Testing on Teledyne Excentric Core Demo Turbine H/W TAS 5793605															
<b>Total for Program Parent/Control Point: 400000000</b>											0.00	24,807,092.00	89,900.00	24,896,992.00	24,896,992.00
<b>Total for Fund Type: 3X</b>											0.00	24,807,092.00	89,900.00	24,896,992.00	24,896,992.00
<b>Total for Recipient Code: OR</b>											0.00	24,807,092.00	89,900.00	24,896,992.00	24,896,992.00
<b>Total for Reporting Entity: 470002</b>															
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>											0.00	24,807,092.00	89,900.00	24,896,992.00	24,896,992.00

Financial Plan Number: 5

Fiscal Year: 2009

Contract Modification Number: 264

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: September 17, 2009 at 10:14:46 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	89,900.00
Total Appropriated Funds (Program 40):	89,900.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	89,900.00
Total Non-Appropriated Funds:	0.00

---

To: Legacy Critique

From: Mark A. Million

Date: September 23, 2009

Please scan the attached document (Modification 265), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 23, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 265**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,710,000 to the contract for Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased by \$5,710,000 from \$9,825,876,776.57 to \$9,831,586,776.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2 AMENDMENT/MODIFICATION NO 265	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 09SC006724	5 PROJECT NO (If applicable)	
6 ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7 ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(w)	9A AMENDMENT OF SOLICITATION NO	
CODE 099114287		X	9B DATED (SEE ITEM 11)	
FACILITY CODE		X	10A MODIFICATION OF CONTRACT/ORDER NO DE-AC05-00OR22725	
			10B DATED (SEE ITEM 11) 10/18/1999	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,710,000.00  
See Page 2.

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

CHECK ONE	
<input type="checkbox"/>	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million	09/22/2009
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,710,000 to the contract for the Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$5,710,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,825,876,776.57 to \$9,831,586,776.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. BM-470002-20472-09 (Attachment 1A)	B5 Transportation Infrastructure
WA No. BM-470002-20469-09 (Attachment 1B)	B3 Fundamental Research in Key Program Areas
WA No. BM-470002-20469-09 (Revision 1) (Attachment 1C)	B3 Fundamental Research in Key Program Areas
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a Solicitation/Project Title B5 Transportation Infrastructure		1b Work Proposal Number (if applicable) AOP# 8 5 8 4	
2 Headquarters Program Point of Contact Name Joan Glickman Organization Code EE-2L Telephone No (202) 586-5607			
3 Headquarters Budget Point of Contact Name Leshawn Sutton Organization Code EE-3B Telephone No (202) 586-9258			
4 Responsible Program Office of Energy Efficiency and Renewable Energy		5 Responsible Secretarial Officer Steve Chaik	
6 Responsible Field Element Oak Ridge Operations Office			
7a Site and Facility Management Contractor University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b Contractor Point of Contact Name Robin Graham Telephone No (865) 576-7756	
8 Work Authorization Number BM-470002-20472-09		9 Revision Number 0	
10 Funds Authorized during FY 2009			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Charge</u>	<u>Current</u>
BM0102060-05794-1004173	\$0	\$5,000,000	\$5,000,000

11 Performance period covered by funds From ~~10/1/2008~~ To ~~02/29/2009~~ <sup>10/1/2009</sup> 9/1/2009 <sup>02/29/2010</sup> 12/21/2010

14 Statement of Work

9/1/2009 - 12/31/2010 <sup>2010</sup>

Funding in the amount of \$5,000,000 is authorized for integration of Biorefinery Technologies. These funds are made available for Project #20472 - B5 Transportation Infrastructure. These funds are to be distributed to Agreement # 19087-B5 ORNL Intermediate Blends Testing (Phase 1 & 2) (Project number 2004570, WBS 8 5 8 4) in accordance with AOP# 8 5 8 4. This funding supports ethanol blends testing. Enhanced fuel testing will measure the impacts of higher intermediate ethanol blends (E15 and E20) on existing engines as well as infrastructure. This work will involve two phases. Phase 1 will involve testing newer Tier II emissions level vehicles over their full useful life. Phase 2 will involve additional vehicle testing on used and older Tier II and Tier I emissions level vehicles. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

15 Reporting Requirements (Status reports, scientific or technical information or similar)

16 Work Authorization Program Official

Name (typed) Steven Chaik  
Principal Deputy Assistant  
Secretary

Signature

*S. Chaik*

Date

7/15/09

17 DOE Field Organization Official

Name (typed) *Jim* Signature

Date

8/12/09

18 Contractor's Authorized Representative

Name (typed) *De. Christensen* Signature

Date

9/1/09

19 DOE Contracting Officer (or delegated representative)

Name (typed) *Mark A. Millon* Signature

Date

8/11/09

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

45,000,000 Bm0102060 - 05794 - 1004123

## *Biomass Program Integration of Biorefinery Technology*

### ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

ORNL Intermediate Blends Testing - Vehicle and Catalyst Durability with mid-level ethanol blends (Agreement # 19087-B5) - \$5,000,000

#### Section A. Contractor Recovery Act Schedule or Milestone Requirements

1. Vehicle emissions testing and aging on mileage accumulation dynamometers at Southwest Research Institute will be completed by December 2010.
2. Vehicle emissions testing and aging on test track at Transportation Research Center will be completed by December 2010.
3. Data from subcontracts for aging and emissions testing vehicles will be analyzed and provided to DOE sponsors by December 2010.

#### Section B. Contractor Recovery Act Performance Outcomes and Measures

Vehicles will be aged on mileage accumulation dynamometers or on a test track. Periodic emissions tests will be completed to assess effects of aging vehicles on mid-level ethanol blends.

#### Section C. Contractor Recovery Act Deliverables

Emissions data will be provided to DOE and EPA (December 2010).

# ATTACHMENT 1B

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a Solicitation/Project Title B3 Fundamental Research in Key Program Areas		1b Work Proposal Number (if applicable) AOP# 8 1 7 2	
2 Headquarters Program Point of Contact Name Alison Goss Eng		Organization Code EE2E	Telephone No (202) 586-9109
3 Headquarters Budget Point of Contact Name Leshawn Sutton		Organization Code EE-3B	Telephone No (202) 586-9258
4 Responsible Program Office of Energy Efficiency and Renewable Energy		5 Responsible Secretarial Officer Steve Chalk	
5 Responsible Field Element Oak Ridge Operations Office			
7a Site and Facility Management Contractor University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b Contractor Point of Contact Name Robin Graham Telephone No (665) 576-7756	
8 Work Authorization Number BM-470002-20469-09		9 Revision Number 0	
10 Funds Authorized during FY 2009			
B&R Code	Previous	Charge	Current
BM0102030-05794-1004172	\$0	\$350,000	\$350,000

11 Performance period covered by funds From 8/1/2009 To 8/31/2009	12 Work Start Date 8/1/2009	13 Expected Completion Date 8/31/2012
14 Statement of Work <i>none</i>		

Funding in the amount of \$350,000 is authorized for Feedstocks Infrastructure. These funds are made available for Project #20469 - B3 Fundamental Research in Key Program Areas. These funds are to be distributed to Agreement # 19146-2004020 B3(a)(1) ORNL - Land Use Change Modeling (GLBRC) (Project number 2004020 WBS 8 1 7 2) in accordance with AOP# 8 1 7 2. At the regional scale, performers are combining economic land use, and biogeochemical models to better predict the likelihood and biogeochemical outcome of building out biofuel cropland at the expense of land currently used for other purposes. By layering remotely sensed images on existing land use classification maps, national high-resolution (<1km) data sets for crop species, soils, topography, climate variables, and estimated land management, including crop production inputs and application methods will be produced. Also, land cover and land use (management) on each 56-meter cropland pixel in the US will be generated. Funding will allow accelerated database development and development of a means to automate a data system for model inputs from very large spatial data sets, development of a model to run on large parallel computing systems, and organization of model output for appropriate visualizations. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

15 Reporting Requirements (Status reports, scientific or technical information or similar)

16 Work Authorization Program Official		
Name (typed) Valri Lightner Acting Program Manager	Signature	Date
17 DOE Field Organization Official		
Name (typed) John <i>none</i>	Signature	Date 8/13/09
18 Contractor's Authorized Representative		
Name (typed) D.C. Christensen	Signature <i>D.C. Christensen</i>	Date 9/1/09
19 DOE Contracting Officer (or delegated representative)		
Name (typed) Mark A. Million	Signature <i>Mark A. Million</i>	Date 8/11/09

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

*3559000 BMO102030-574-1004192*  
*Biomass Program Feedstocks Infrastructure*

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

ORNL- Land Use Change Modeling (GLBRC)(Project number 2004020, WBS 8.1.7.2) in accordance with AOP# 8.1.7.2 – Post

### Section A. Contractor Recovery Act Schedule or Milestone Requirements

1. Develop a hierarchical taxonomy of underutilized lands using inventory data and high-temporal remotely sensed databases for use in economic optimizations involving tradeoffs in biofuel vs. food crop production. Complete report describing utilization of this taxonomy with associated spatial databases (December 1, 2009).
2. Acquire, enhance, and integrate high spatial resolution geographically referenced databases of climate, soil, cropping systems, land capability, and current land use, crop management systems, tillage practice, for North America and test use in biogeochemical models of crop and biofuel production. Complete technical document describing derived spatial fields and utilization of the databases for biogeochemistry simulations (January 15, 2010).
3. Develop parallel computational and database system for performing and summarizing high spatial resolution simulations using advanced high performance computing solutions. Complete documentation describing technical features of the system, and how to install and use the system on large UNIX clusters (May 20, 2010).

### Section B. Contractor Recovery Act Performance Outcomes and Measures

Funding will allow accelerated database development of a means to automate a data system for model inputs from very large spatial and inventory data sets, the development of a model to run on large parallel computing systems, and organization of model output for appropriate analyses. Along with PNNL collaborators this will allow exploration of the economic and environmental consequences of alternative biofuel implementation scenarios. This understanding will be prepared for publications in scientific journals.

### Section C. Contractor Recovery Act Deliverables

Reports on high spatial resolution computer simulations of the Continental U.S. for at least 2 alternative biofuel implementation strategies for the period 2010 to 2030 will be submitted for publication in peer reviewed journals. (September 2011).

# ATTACHMENT 1C

## WORK AUTHORIZATION



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: B3 Fundamental Research in Key Program Areas		1b. Work Proposal Number (if applicable): AOP# 2004020	
2. Headquarters Program Point of Contact: Name: Alison Goss Eng      Organization Code: EE2E      Telephone No: (202) 586-9109			
3. Headquarters Budget Point of Contact: Name: Leshawn Sutton      Organization Code: EE-3B      Telephone No: (202) 586-9258			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Robin Graham      Telephone No: (865) 576-7756	
8. Work Authorization Number: * BM-470002-20469-09		9. Revision Number: 1	
10. Funds Authorized during FY 2009:			
B&R Code	Previous	Change	Current
BM0102030-05794-1004172	\$350,000	\$360,000	\$710,000
11. Performance period covered by funds: From: <del>9/1/2009</del> To: <del>9/30/2009</del> <i>4/31/2011</i>		12. Work Start Date: <del>10/1/2009</del> <i>9/1/2009</i>	
		13. Expected Completion Date: <del>9/30/2009</del> <i>3/31/2011</i>	
14. Statement of Work: <i>in NR</i> Funding in the amount of \$360,000 is authorized for Feedstocks Infrastructure. These funds are made available for Project #20469 - B3 Fundamental Research in Key Program Areas. These funds are to be distributed to Agreement # 19148-2004020 B3(a)(1) ORNL - Short Rotation Wood Biomass Sustainability (WBS 8.1.7.4) in accordance with AOP# 2004020. Funds will be used to conduct a hydrology study of silvicultural landscapes. This project will involve several tasks: (1) Continue intensive characterization of hillslope and small stream behavior at the current site. (2) Identify two or more experimental catchments at SRS with topography, vegetation, and soils generally similar to the existing study catchment (3) Install hydrologic and water quality monitoring equipment and instruments in the reference and treatment catchments. (4) Begin collection of baseline hydrology and water quality data. (5) Identification of and planning for the most relevant silviculture treatments to impose. (6) Begin planning for similar studies at several other sites in the Southeast. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Valri Lightner, Acting Program Manager      Signature: <i>Valri Lightner</i> Date: <i>7/23/2009</i>			
17. DOE Field Organization Official: Name (typed): <i>Johnny</i> Signature: <i>Johnny</i> Date: <i>8/12/09</i>			
18. Contractor's Authorized Representative: Name (typed): <i>D.C. CHRISTENSEN</i> Signature: <i>D.C. Christensen</i> Date: <i>8/12/09</i>			
19. DOE Contracting Officer (or delegated representative): Name (typed): <i>MARK A. MILLION</i> Signature: <i>Mark A. Million</i> Date: <i>8/11/09</i>			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

Short rotation wood biomass sustainability (Agreement # 19148-2004020 B3(a)(1) ORNL) - Mulholland

### Section A. Contractor Recovery Act Schedule or Milestone Requirements

1. Water quality sampling will begin by February 2010.
2. Water quality samples will be collected during at least 1 storm event by April 2010.
3. Analysis of nitrogen and phosphorus species in water samples collected during 2010 will be analyzed by March 2011.

### Section B. Contractor Recovery Act Performance Outcomes and Measures

Water quality dynamics of southern pine watersheds prior to management for biofuels feedstock production will be understood. This understanding will be prepared for publication in a scientific journal.

### Section C. Contractor Recovery Act Deliverables

Report on water quality of undisturbed southern pine watersheds prior to management for biofuels feedstock production will be prepared (September 2011).

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

**Financial Plan Report - Detail**

Financial Plan Number 8

Contract Modification Number 265

Rpt Entity OR OR3 OR1 - Oak Ridge National Lab. X-10, UT-Battelle

OR22725 - (T-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 18, 2009 at 02:23:08

PMI

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		0.00	0.00	710,000.00	710,000.00	710,000.00
AY 2009 - Work Authorization Number BM-470002-20469-09 Revision 0 \$260,000, Appropriation Symbol 8909/100331														
Work Authorization Number BM-470002-20469-09 Revision 1 \$380,000, Appropriation Symbol 8909/100331														
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		0.00	679,046.00	0.00	679,046.00	679,046.00
AY 2009 - Work Authorization Number BM-470002-20630-09, Appropriation Symbol 8909/100331														
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		0.00	0.00	5,000,000.00	5,000,000.00	5,000,000.00
AY 2009 - Work Authorization Number BM-470002-20472-09, Appropriation Number 8909/100331														
<b>Total for Program Parent/Control Point: BM0100000</b>										0.00	679,046.00	5,710,000.00	6,389,046.00	6,389,046.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	700,000.00	0.00	700,000.00	700,000.00
AY 2009 - Work Authorization Number 470002-20476-09														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	700,000.00	0.00	700,000.00	700,000.00
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		0.00	10,500,000.00	0.00	10,500,000.00	10,500,000.00
AY 2009 - Work Authorization Number IF-470002-20421-09, Appropriation Number 8909/100331														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
AY 2009 - Work Authorization Number IF-470002-20421-09, Appropriation Number 8909/100331														
470002	05794	ZT	1004989	ED1908000	25400	0000000	2004320	0000000		0.00	3,100,000.00	0.00	3,100,000.00	3,100,000.00
AY 2009 - Work Authorization Number IF-470002-20416-09, Appropriation Number 8909/100331														
<b>Total for Program Parent/Control Point: ED0000000</b>										0.00	18,100,000.00	0.00	18,100,000.00	18,100,000.00
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		0.00	524,000.00	0.00	524,000.00	524,000.00
AY 2009 - Work Authorization Number FB-470002-20454-09, Appropriation Symbol 8909/100331														
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		0.00	800,000.00	0.00	800,000.00	800,000.00
AY 2009 - Work Authorization Number FB-470002-20454-09, Appropriation Symbol 8909/100331														
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		0.00	416,000.00	0.00	416,000.00	416,000.00
AY 2009 - Work Authorization Number FB-470002-20454-09, Appropriation Symbol 8909/100331														
<b>Total for Program Parent/Control Point: EL1700000</b>										0.00	1,740,000.00	0.00	1,740,000.00	1,740,000.00
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004360	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
AY 2009 - Work Authorization Number WI-470002-20538-09, Appropriation Symbol 8909/100331														
<b>Total for Program Parent/Control Point: WI1100000</b>										0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<b>Total for Fund Type: ZT</b>										0.00	23,719,046.00	5,710,000.00	29,429,046.00	29,429,046.00
470002	05796	ZV	1005116	W11001020	25400	0000000	2004350	0000000		0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
AY 2009 - Work Authorization Number WI-470002-20458-09, Appropriation Symbol 8909/100331														
<b>Total for Program Parent/Control Point: W11001000</b>										0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
<b>Total for Fund Type: ZV</b>										0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
470002	05797	Zw	1004760	W0702000	25400	0000000	2004360	0000000		0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
AY 2009 - Work Authorization Number WI-470002-18777-09, Appropriation Symbol 8909/100331 - \$5.8M														
Work Authorization Number: WI-470002-20443-09, Appropriation Symbol 8909/100331 - \$6.0M														
<b>Total for Program Parent/Control Point: W0702000</b>										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<b>Total for Fund Type: ZW</b>										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00

Financial Plan Number: 8

Fiscal Year: 2009

Contract Modification Number: 265

Fiscal Month: 12

Rpt Entity: OR OR3-OR4 - Oak Ridge National Lab. X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

Report Generated on: September 18, 2009 at 02:23:08

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OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for Recipient Code: OR										0.00	52,319,046.00	5,710,000.00	58,029,046.00	58,029,046.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										0.00	52,319,046.00	5,710,000.00	58,029,046.00	58,029,046.00

Financial Plan Number 8

Fiscal Year 2009

Contract Modification Number 265

Fiscal Month 12

Rpt Entity OR OR3 OR4 - Oak Ridge National Lab. X-10, UT-Battelle

## Financial Plan Report - Detail

Site OR

Page 3 of 3

Report RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 18, 2009 at 02:23:08 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	5,710,000.00
Grand Total:	5,710,000.00
Total Non-Appropriated Funds:	0.00

---

To: Legacy Critique

From: Mark A. Million

Date: September 23, 2009

Please scan the attached document (Modification 266), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 23, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 266**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,064,000 to the contract for Nuclear Physics projects entitled "R&D on Alternative Isotope Production Techniques (2005280)" and "Enhanced Utilization of Isotope Facilities (2005230)". The total amount of funds obligated under this contract since its inception is increased by \$5,064,000 from \$9,831,586,776.57 to \$9,836,650,776.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1   2	
2 AMENDMENT/MODIFICATION NO 266	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO. 09SC006741	5 PROJECT NO (If applicable)	
6 ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7 ADMINISTERED BY (If other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A AMENDMENT OF SOLICITATION NO
CODE 099114287		FACILITY CODE
		9B DATED (SEE ITEM 11)
		X 10A MODIFICATION OF CONTRACT/ORDER NO DE-AC05-00OR22725
		10B DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2.	Net Increase:	\$5,064,000.00
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Subj to Retent: N

Recovery TAS::89 4180::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C DATE SIGNED 09/23/2009

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$4,117,000 to the contract for Revision No. 1 to the Work Authorization for the project entitled “Nuclear Physics – R&D on Alternative Isotope Production Techniques (2005280)” and \$947,000 for Revision No. 4 to the Work Authorization for the project entitled “Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$5,064,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,831,586,776.57 to \$9,836,650,776.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. ST/OR41/9/ARRA-4 (Revision 1) (Attachment 1A)	Nuclear Physics – R&D on Alternative Isotope Production Techniques (2005280)
WA No. ST/OR41/9/ARRA-3 (Revision No. 04) (Attachment 1B)	Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

**ATTACHMENT 1A**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-X-4180**

1a. Project Title: <b>Nuclear Physics – R&amp;D on Alternative Isotope Production Techniques (2005280)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact Name: <b>Jeffrey Binder</b> Telephone No.: <b>865-576-3879</b>	
8. Work Authorization Number: <b>ST/OR41/9/ARRA-4</b>		9. Revision Number: <b>01</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>ST</b> Previous: <b>\$0</b> Change: <b>+\$4,117</b> Current: <b>\$4,117*</b>			
11. Performance Period Covered by Funds From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>10/2009</b>	13. Expected Completion Date: <b>09/2011</b>
14. Statement of Work (See attached) This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported. <u>Specific Recovery Act Statement of Work:</u> The following funding is provided for awards made under FOA 09-14, R&D on Alternative Isotope Production Techniques. <b>\$1,000,000 in OPE funding and \$1,000,000 in EQU funding</b> is provided under ST-50-01-03 for FWP #ERST005 entitled "Integration of Centrifuge and Electromagnetic Separation for Preparation of Stable Isotopes." The Principal Investigator is Peter J. Todd. The project period is October 2009 to October 2011. <b>\$1,000,000 in OPE funding</b> is provided under ST-50-01-03 for FWP #ERST004 entitled "Ionic Liquids as Solvents for Improved Production of Radioisotopes." The Principal Investigator is Huimin Luo. The project period is October 2009 to October 2011. <b>\$1,117,000 in OPE funding</b> is provided under ST-50-01-03 for FWP #ERST001 entitled "Production Of Thorium-229 in a Proton Accelerator." The Principal Investigator is Marc A. Garland. The project period is October 2009 to October 2011. Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.			

\* Includes OPE funding \$3,117,000, EQU funding \$1,000,000.

**Continuation of WAS – R&D on Alternative Isotope Production Techniques (2005280)**

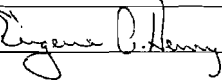
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature:



Date: 9/9/09

17. DOE Field Organization Official.

Name (typed): John Mason

Signature:



Date: 9/10/09

18. Contractor's Authorized Representative. CRM

Name (typed): Michelle V. Buchanan

Signature:



Date: 9/14/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature:



Date: 9/14/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
R&D on Alternative Isotope Production Techniques (2005280)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

1Q FY10

- Initiate research and development for all awards under Isotope Production and Development for Research and Applications (FWP #s ERST001, ERST004, and ERST005).

2Q FY10

- Report on first quarter progress due.

Progress reports are due each quarter through project completion.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform research and development according to proposals, consistent with approved budgets.

Federal Program Director will verify research and development performance through quarterly progress reports, and conference calls as needed.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly progress reports on the activities conducted for each research and development project.
- Final report on each research and development project (FWP #s ERST001, ERST004, and ERST005).

# ATTACHMENT 1B

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-X-4180**

1a. Project Title: <b>Nuclear Physics – Enhanced Utilization of Isotope Facilities (2005230)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact: Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact: Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretariat Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>Jeffrey Binder</b> Telephone No.: <b>865-576-3879</b>	
8. Work Authorization Number: <b>ST/OR419/ARRA-3</b>		9. Revision Number: <b>04</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>ST</b> Previous: <b>\$3,900</b> Change: <b>\$947</b> Current: <b>\$4,847*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>10/2009</b>	13. Expected Completion Date: <b>10/2011</b>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision <b>H.50</b> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p><b>In addition to the funds previously provided for this Recovery Act project, an additional \$947,000 in OPE funding is provided under ST-60-01-03 for the production of Actinium-227 by recovery and purification from Actinium-Beryllium neutron sources. The Principal Investigator is Miting Du. The project period is October 2009 – October 2011.</b></p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes OPE funding \$2,447,000 and EQU funding \$2,400,000.



**Continuation of WAS - Enhanced Utilization of Isotope Facilities (2005230)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

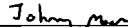
16. Work Authorization Program Official.

Name (typed): Eugene A. Henry

Signature: 

Date: 9/8/09

17. DOE Field Organization Official.

Name (typed): John 

Signature: 

Date: 9/14/09

18. Contractor's Authorized Representative.

Name (typed): <sup>CR</sup> Mitchell H. Buchanan

Signature: 

Date: 9/14/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: 

Date: 9/14/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Enhanced Utilization of Isotope Facilities (2005230)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

1Q FY10:

- Initiate production effort.

2Q FY10

- Report on first quarter progress due.

Progress report due each quarter through project completion.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform production effort according to **agreed task schedule consistent with approved budget.**

Prior to start of work, Federal Program Director will approve task schedule.

Federal Program Director will verify project performance through quarterly progress reports and conference calls as needed.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly progress reports on the activities conducted.
- Final report on production effort.

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

Financial Plan Number 2

Fiscal Year 2009

Contract Modification Number 266

Fiscal Month 12

Rpt Entity OR OR3-OR4 - Oak Ridge National Lab. X-10, UT-Battelle

### Financial Plan Report - Detail

Site OR

Page 1 of 2

Report RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)

Report Generated on September 21, 2009 at 08:59:40 AM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	02302	VQ	2720715	ST5001030	25400	0000000	2005280	0000000		0.00	0.00	3,117,000.00	3,117,000.00	3,117,000.00
AY 2009 - ST/OR419/ARRA-4														
470002	02302	VQ	2720715	ST5001030	31003	0000000	2005280	0000000		0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
AY 2009 - ST/OR419/ARRA-4														
470002	02302	VQ	2720719	ST6001030	25400	0000000	2005230	0000000		6.00	1,500,000.00	947,000.00	2,447,000.00	2,447,000.00
AY 2009 - Work Authorization ST/OR419/ARRA-3														
470002	02302	VQ	2720719	ST6001030	31003	0000000	2005230	0000000		0.00	2,400,000.00	0.00	2,400,000.00	2,400,000.00
AY 2009 - Work Authorization ST/OR419/ARRA-3														
Total for Program Parent/Control Point: ST0000000										0.00	3,900,000.00	5,064,000.00	8,964,000.00	8,964,000.00
Total for Fund Type: VQ										0.00	3,900,000.00	5,064,000.00	8,964,000.00	8,964,000.00
Total for Recipient Code: OR										0.00	3,900,000.00	5,064,000.00	8,964,000.00	8,964,000.00
Total for Reporting Entity: 470002										0.00	3,900,000.00	5,064,000.00	8,964,000.00	8,964,000.00
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)										0.00	3,900,000.00	5,064,000.00	8,964,000.00	8,964,000.00

Financial Plan Number 2

Fiscal Year 2009

Contract Modification Number 266

Fiscal Month 12

Rpt Entry OR OR3 OR4 - Oak Ridge National Lab. X-10. UT-Battelle

## Financial Plan Report - Detail

Site OR

Page 2 of 2  
Report RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)

Report Generated on September 21, 2009 at 08:59:40 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	5,064,000.00
Grand Total:	5,064,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
267	See Block 16C	09SC006758		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		
CODE 099114287		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 11) 10/18/1999		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$43,953,185.28

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,880,603,961.85. This represents an increase of \$43,953,185.28, from \$9,836,650,776.57 to \$9,880,603,961.85.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$14,266,666.05.  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/23/2009

NSN 7540-01-152-8070  
 Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 268	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006758	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$24,812,280.20

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,905,416,242.05. This represents an increase of \$24,812,280.20, from \$9,880,603,961.85 to \$9,905,416,242.05.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/24/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 269	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006758	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$155,339.81

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,905,571,581.86. This represents an increase of \$155,339.81, from \$9,905,416,242.05 to \$9,905,571,581.86.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 09/24/2009

NSN 7540-01-152-8070  
Previous edition unusable

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



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 270		3. EFFECTIVE DATE See Block 16C	1 1
4. REQUISITION/PURCHASE REQ. NO. 09SC006758		5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,607,069.64

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,908,178,651.50. This represents an increase of \$2,607,069.64, from \$9,905,571,581.86 to \$9,908,178,651.50.  
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/24/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 271	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006758	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR2725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$305,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,908,483,651.50. This represents an increase of \$305,000.00, from \$9,908,178,651.50 to \$9,908,483,651.50.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/28/2009

NSN 7540-01-152-9070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 272	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006758	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$174,757.28

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,908,658,408.78. This represents an increase of \$174,757.28, from \$9,908,483,651.50 to \$9,908,658,408.78.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/28/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
273	See Block 16C	09SC006758	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTÉLLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,737.86

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,908,667,146.64. This represents an increase of \$8,737.86, from \$9,908,658,408.78 to \$9,908,667,146.64.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/28/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	1 1
274	3. EFFECTIVE DATE	09SC006758	5. PROJECT NO. (If applicable)
6. ISSUED BY	See Block 16C		
CODE	00518	7. ADMINISTERED BY (If other than Item 6)	CODE 00518
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,118,846.70

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,910,785,993.34. This represents an increase of \$2,118,846.70, from \$9,908,667,146.64 to \$9,910,785,993.34.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million	09/28/2009
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unuseable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 275	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006758	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$2,603,092.23

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,913,389,085.57. This represents an increase of \$2,603,092.23, from \$9,910,785,993.34 to \$9,913,389,085.57.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/28/2009

NSN 7540-01-152-8070  
Previous edition unusableSTANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 276	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006785	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$635,067.00  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Subj to Retent: N

Recovery TAS::97 0401::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/29/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Wireless Platform for Energy-Efficient Building Control Retrofits”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$635,067 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,913,389,085.57 to \$9,914,024,152.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Request (MIPR) package referenced in the table below. Attachment 1 to this modification is the MIPR document (DD Form 448).

<b>MIPR Number</b>	<b>MIPR Title</b>
W74RDV92314461  (Number from Block 5 of the MIPR)	Wireless Platform for Energy-Efficient Building Control Retrofits

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Request package for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					1. Page 1 of 2
2. FBC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 19-AUG-2009	5. MIPR NUMBER W74RDV8Z314481	6. AMEND NO. 000	
7. TO: DEPARTMENT OF ENERGY  OAK RIDGE OPERATIONS OFFICE P.O. BOX 2001  OAK RIDGE, TN 37831			8. FROM: ENVR SECURITY TECHNO CERT PROG  901 NORTH STUART STREET SUITE 303  ARLINGTON, VA 22203		
9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT BEEN ACCOMPLISHED					
ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
1	FUNDS TO DOE FOR PROJECT SI-0938 ACCTING CLASS: 97 2009 0401.1101 S0 2009 08 8000 40634003D8Z 25GYLH09D NA 44213 00008735 WORK CAT CODE: 8A000 WORK CAT ELEM CODE: 99999 INITIAL ACCTING CLASS: 97 2009 0401.1101 08 40634003D8Z  LINE ITEM CURRENT UNCLIG BAL AMT: \$635,067.00		LB		\$635,067.00
10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.					11. GRAND TOTAL: \$635,067.00
<p>REMARKS:</p> <p>THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE ECONOMY ACT OF 1932, AS AMENDED (31 USC 1535), AND ADHERES TO FEDERAL ACQUISITION REGULATION (FAR) 6.002 AND OTHER APPLICABLE FEDERAL LAWS AND REGULATIONS. TO THE BEST OF OUR KNOWLEDGE, THE WORK REQUEST WILL NOT PLACE THE DOE AND ITS CONTRACTOR IN DIRECT COMPETITION WITH THE PRIVATE SECTOR. FUNDS TO DEPT OF ENERGY, PROJECT SI-0938, WIRELESS PLATFORM FOR ENERGY-EFFICIENT BUILDING CONTROL RETROFITS.</p> <p>PI: KURUGANTIPV@ORNL.GOV F/865-576-0003 FINANCIAL POC: MARTHACE@ORNL.GOV F/865-574-6275</p> <p>ADMINISTRATIVE INSTRUCTIONS:</p> <ol style="list-style-type: none"> <li>1. SIGN AND DATE ACCEPTANCE, DD FORM 448-2, AND RETURN WITHIN 15 DAYS ALONG WITH THE FINANCIAL DATA SHEET TO MARGARET.BANKS.CTR@OSD.MIL, F/703-696-2114, V/703-696-3627.</li> <li>2. SUBMIT BILLINGS MONTHLY TO THE F&amp;A OFFICE IDENTIFIED BELOW. THE MIPR NUMBER MUST BE INCLUDED ON ALL BILLINGS.</li> <li>3. ANY UNUSED BALANCE AVAILABLE FOR WITHDRAWAL SHOULD BE PROMPTLY RETURNED TO THE ESTCP OFFICE VIA 448-2, BLOCK 12.B.</li> <li>4. UPON ACCEPTANCE OF THESE FUNDS, CUSTOMER AGREES TO COMPLY WITH THE ABOVE INSTRUCTIONS.</li> <li>5. FUNDS EXPIRE FOR OBLIGATION 30-SEP-2010. FUNDS ARE CONSIDERED OBLIGATED UPON RECEIPT AND PROCESSING OF THE ACCEPTANCE.</li> </ol> <p>RECOVERY ACT: This commitment contains funds from the American Recovery and Reinvestment Act of 2009. All award documents and related communications include the clauses and provisions necessary to ensure award recipients are legally obligated and prepared to meet their reporting requirements under the Recovery Act. For each contract over \$500,000, agencies should prepare a summary of the contract document which will be made available publicly and linked to Recovery.gov via the award number. (Future guidance forthcoming)</p>					

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					1. Page 2 of 2																				
2. F&C	3. CONTROL SYMBOL NO.	4. DATE PREPARED 19-AUG-2009	5. MIPR NUMBER W74RDV82314481	6. AMEND NO. 000																					
7. TO: DEPARTMENT OF ENERGY  OAK RIDGE OPERATIONS OFFICE P.O. BOX 2001  OAK RIDGE, TN 37831			8. FROM: ENVR SECURITY TECHNO CERT PROG  901 NORTH STUART STREET SUITE 303  ARLINGTON, VA 22203																						
9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT BEEN ACCOMPLISHED																									
ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f																				
<p>Please have the accepting official sign below and return to the FINANCIAL POC address.      EXPIRATION DATE: 30-SEP-2010</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">RA TECHNICAL POC:</td> <td style="width: 30%;">MARGARET E BANKS</td> <td style="width: 20%;">SERDP</td> <td style="width: 20%;">703-696-3827</td> </tr> <tr> <td>RA FINANCIAL POC:</td> <td>AMELIA S BARNETT</td> <td>CEHEC-LM</td> <td>703-428-7941</td> </tr> <tr> <td>RA TECHNICAL POC ADDRESS:</td> <td colspan="3">HECSA - LOGISTICS MGMT OFC US ARMY CORPS OF ENGRS ATTN: CEHEC-LM 7701 TELEGRAPH ROAD ALEXANDRIA, VA 22315-3880</td> </tr> <tr> <td>PA TECHNICAL POC:</td> <td colspan="3">TEJA KURUGANTI V/885-241-2874</td> </tr> <tr> <td>PA FINANCIAL POC:</td> <td colspan="3">CHARLES MARTH V/885-574-9935</td> </tr> </table> <p>____ DIRECT FUND CITE ACCEPTED <input type="checkbox"/> REIMBURSABLE _____ DATE: _____ TITLE: _____</p>						RA TECHNICAL POC:	MARGARET E BANKS	SERDP	703-696-3827	RA FINANCIAL POC:	AMELIA S BARNETT	CEHEC-LM	703-428-7941	RA TECHNICAL POC ADDRESS:	HECSA - LOGISTICS MGMT OFC US ARMY CORPS OF ENGRS ATTN: CEHEC-LM 7701 TELEGRAPH ROAD ALEXANDRIA, VA 22315-3880			PA TECHNICAL POC:	TEJA KURUGANTI V/885-241-2874			PA FINANCIAL POC:	CHARLES MARTH V/885-574-9935		
RA TECHNICAL POC:	MARGARET E BANKS	SERDP	703-696-3827																						
RA FINANCIAL POC:	AMELIA S BARNETT	CEHEC-LM	703-428-7941																						
RA TECHNICAL POC ADDRESS:	HECSA - LOGISTICS MGMT OFC US ARMY CORPS OF ENGRS ATTN: CEHEC-LM 7701 TELEGRAPH ROAD ALEXANDRIA, VA 22315-3880																								
PA TECHNICAL POC:	TEJA KURUGANTI V/885-241-2874																								
PA FINANCIAL POC:	CHARLES MARTH V/885-574-9935																								
12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)			13. MAIL INVOICES TO (Payment will be made by) USACE FINANCE CENTER 40042 C/O HOUSAGE (5D) 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005																						
14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH ON THE LINE ITEM NO. ABOVE. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.				VIRGINIA L HARRIS FINANCIAL ANALYST ELECTRONICALLY SIGNED BY 19-AUG-2009.																					
15. AUTHORIZING OFFICER (Type name and title) JINA LASHA BANKS-SAUNDERS			16. SIGNATURE JINA LASHA BANKS-SAUNDERS ELECTRONICALLY SIGNED BY		17. DATE 19-AUG-2009																				

DD Form 448

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 6  
 Contract Modification Number: N/A  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2009  
 Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: September 24, 2009 at 07:12:46 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	0.00	4,529,185.00	0.00	4,529,185.00	4,529,185.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	0.00	1,316,400.00	0.00	1,316,400.00	1,316,400.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	0.00	469,956.00	0.00	469,956.00	469,956.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	0.00	4,499,817.00	0.00	4,499,817.00	4,499,817.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	0.00	4,499,993.00	0.00	4,499,993.00	4,499,993.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	0.00	2,292,000.00	0.00	2,292,000.00	2,292,000.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	0.00	3,499,942.00	0.00	3,499,942.00	3,499,942.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	0.00	3,699,799.00	0.00	3,699,799.00	3,699,799.00
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0495583	45WV13201	0.00	89,900.00	0.00	89,900.00	89,900.00
470002	00916	3X	1720327	400403909	25400	0000000	0000000	0495674	45WV10201	0.00	0.00	635,067.00	635,067.00	635,067.00
<b>Total for Program Parent/Control Point: 400000000</b>										0.00	24,896,992.00	635,067.00	25,532,059.00	25,532,059.00
<b>Total for Fund Type: 3X</b>										0.00	24,896,992.00	635,067.00	25,532,059.00	25,532,059.00
<b>Total for Recipient Code: OR</b>										0.00	24,896,992.00	635,067.00	25,532,059.00	25,532,059.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										0.00	24,896,992.00	635,067.00	25,532,059.00	25,532,059.00

AY 2009 - TAS 9790401; Sponsor Document number W74RDV92314461; UTB Project # 2075-V102-09

Financial Plan Number: 6  
Contract Modification Number: N/A  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
Fiscal Month: 12

**Financial Plan Report - Detail**

Site: OR

Page 2 of 2  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: September 24, 2009 at 07:12:46 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	635,067.00
Total Appropriated Funds (Program 40):	635,067.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	635,067.00
Total Non-Appropriated Funds:	0.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 277	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006786	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$6,250,000.00  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N


Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/2009

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2A and 2B to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,750,000 to the contract for the project entitled “Advanced Scientific Computing Research – Computational Partnerships (SciDAC-e) (2005060)” and \$2,500,000 to the contract for the project entitled “Advanced Scientific Computing Research – Advanced Computing Architectures (2005085)”. The modification also incorporates a revision to the Work Authorization for an existing project entitled “Nuclear Physics – Nuclear Science Workforce (2005270)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$6,250,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,914,024,152.57 to \$9,920,274,152.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KJ/OR41/9/ARRA-3 (Attachment 1A)	Advanced Scientific Computing Research – Computational Partnerships (SciDAC-e) (2005060)
WA No. KJ/OR41/9/ARRA-2 (Attachment 1B)	Advanced Scientific Computing Research - Advanced Computing Architectures (2005085)
WA No. KB/OR41/9/ARRA-4 (Revision No. 01) (Attachment 1C)	Nuclear Physics – Nuclear Science Workforce (2005270)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



**ATTACHMENT 1A**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-9/10-0227**

1a. Project Title: Advanced Scientific Computing Research – Computational Partnerships (SciDAC-e) (Project Code 2005060)		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact. Name: <b>Michael R. Strayer</b> Organization Code: <b>SC-21</b> Telephone No.: <b>(301) 903-7486</b>			
3. Headquarters Budget Point of Contact. Name: <b>Mike Osinski</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3590</b>			
4. Responsible Program: <b>Advanced Scientific Computing Research</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Site Office</b>			
7a. Site and Facility Management Contractor: <b>UT – Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact. Name: Telephone No.:	
8. Work Authorization Number: <b>KJ/OR41/9/ARRA-3</b>		9. Revision Number: <b>00</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>KJ</b> Previous: <b>\$0</b> Change: <b>+\$3,750</b> Current: <b>\$3,750</b>			
11. Performance Period Covered by Funds. From: <b>02/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>09/2009</b>	13. Expected Completion Date: <b>09/30/2011</b>
14. Statement of Work: (see attached) This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein; in particular contract provision H. 999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  <b>Specific Recovery Act Statement of Work:</b> Add approximately ten new Computational Science Postdoctoral appointees to provide expert assistance to SciDAC-e, Energy Research Frontier Center (EFRC) and other energy users awarded allocations through the ASCR Leadership Computing Challenge (ALCC) allocation process. To broaden the community of computational science researchers, by September, 2010 conduct a SciDAC-e summer school that will provide EFRC, ALCC, INCITE and other projects with training and hands on experience with Leadership computing resources.  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.			

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official.		
Name (typed):	Michael R. Strayer	Signature: <i>Michael R. Strayer</i> Date: 9/11/2009
17. DOE Field Organization Official.		
Name (typed):	<i>Johnny</i>	Signature: <i>Johnny</i> Date: 9/24/09
18. Contractor's Authorized Representative.		
Name (typed):	JEFF NICHOLS	Signature: <i>Jeff Nichols</i> Date: 9/21/09
19. DOE Contracting Officer (or delegated representative).		
Name (typed):	MARK A. MILLION	Signature: <i>Mark A. Million</i> Date: 9/18/2009

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

10/30/09: provide summary of project status to ASCR for ASCAC briefing  
12/15/09: plans for ALCC Scientific Workshop will be announced, including workshop agenda and invited speakers  
06/30/10: provide reviewable project report to ASCR  
12/15/10: workshop conducted, publication of workshop proceedings  
09/30/11: provide final report to ASCR

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

Delivery of computational capability to at least one EFRC at the end of the second year. This computational capability may be in the form of a new science application code, a visualization of a massive scientific dataset, or the scaling of an existing code from desktop to massively parallel computing resources at the ASCR leadership facilities. The extent and success of this computational capability will be reviewed by experts.

### **Section C: Contractor Recovery Act Deliverables**

A reviewable final report detailing the computational capabilities developed through this project and any demonstrable progress toward developing the mathematics, algorithms, and software in support of ASCR goals.

# ATTACHMENT 1B

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-9/10-0227**

1a. Project Title: Advanced Scientific Computing Research – Advanced Computing Architectures (Project Code 2005085)	1b. Work Proposal Number (if applicable): Various
--	--

2. Headquarters Program Point of Contact.		
Name: Michael R. Strayer	Organization Code: SC-21	Telephone No.: (301) 903-7486

3. Headquarters Budget Point of Contact.		
Name: Mike Osinski	Organization Code: SC-41	Telephone No.: (301) 903-3590

4. Responsible Program: Advanced Scientific Computing Research	5. Responsible Secretarial Officer: Director, Office of Science
---	--

6. Responsible Field Organization: Oak Ridge Site Office
---

7a. Site and Facility Management Contractor: UT – Battelle LLC – Oak Ridge National Laboratory	7b. Contractor Point of Contact: Name: Stephen Poole Telephone No.: 865-576-6727
---	---

8. Work Authorization Number: KJ/OR41/9/ARRA-2	9. Revision Number: 00
---	---------------------------

10. Funds Authorized (\$ in thousands).			
B&R Code: KJ	Previous: \$0	Change: \$+ 2,500	Current: \$2,500

11. Performance Period Covered by Funds. From: 02/17/2009 To: 09/30/2010	12. Work Start Date: 08/2009	13. Expected Completion Date: 9/30/2011
---	---------------------------------	--

14. Statement of Work: (see attached)  
This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein; in particular contract provision H. 999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

**Specific Recovery Act Statement of Work:**

Oak Ridge National Laboratory will acquire at least one IBM Power System 5+ and MOMBO simulation software and operate them in a test bed in collaboration with IBM for research and development in the area of application software and algorithm development.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Michael R. Strayer

Signature: *Barbara J. Haddock for Michael P. Strayer* Date: 8/18/2009

17. DOE Field Organization Official.

Name (typed): *Johnny O. Moore*

Signature: *M. J. Benton* Date: 8/26/2009

18. Contractor's Authorized Representative.

Name (typed): *BAW for Jedd Nichols*

Signature: *Ben a Worley* Date: 8/27/2009

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: *Mark A. Million* Date: 8/24/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- Milestone 1: Order IBM Power 5+ 8-node System and MOMBO Simulator  
September 30, 2009
- Milestone 2: Hardware delivery completion January, 2010
- Milestone 3: Progress Report due June 2010
- Milestone 4: Final report due September, 2011

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

By September, 2011, demonstrate progress towards quantifying features of IBM Power 7 chip that will meet the requirements of grand challenge projects that require extreme scale.

### **Section C: Contractor Recovery Act Deliverables**

- June 30, 2010: Progress Report
- September 30, 2010: Initial definition of performance levels of at least one application that requires extreme scale computing on the IBM Power 7 chip.
- August, 2011: Present project findings to Review panel, date to be established later
- September 30, 2011: Final Report due



# ATTACHMENT 1C

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Nuclear Physics – Nuclear Science Workforce (2005270)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact: Name: <b>Eugene Henry</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact: Name: <b>Andrea Condrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>James Beene</b> Telephone No.: <b>865-574-4622</b>	
8. Work Authorization Number: <b>KB/OR41/9/ARRA-4</b>		9. Revision Number: <b>01</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>KB</b> Previous: <b>\$4,380</b> Change: <b>\$+0</b> Current: <b>\$4,380*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>08/2009</b>	13. Expected Completion Date: <b>09/2012</b>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p><b>The following funding is provided for awards made under FOA 09-13, Applications of Nuclear Science and Technology:</b></p> <p><b>\$1,181,000 in OPE funding and \$719,000 in EQU funding</b> is provided under <b>KB-03-01-04-2</b> for FWP #22570 entitled "Transfer Reactions on Unstable Nuclei Science Applications." The Principal Investigator is Daniel Bardayan. The project period is 09/2009 to 09/2012.</p> <p>A total of <b>\$1,782,000 in OPE funding and \$698,000 in EQU funding</b> is provided under <b>KB-04-01-02-2</b> as follows:</p> <ul style="list-style-type: none"> <li>▪ <b>\$882,000 in OPE funding and \$698,000 in EQU funding</b> for FWP #22580 entitled "Total Absorption Spectrometer." The Principal Investigators are R.K. Grzywacz and K.P. Rykaczewski. The project period is 10/2009 to 09/2012.</li> <li>▪ <b>\$900,000</b> for FWP #22600 entitled "Single Crystal Large Volume Position Sensitive HPGe Detectors." The Principal Investigator is David Radford. The project period is 10/2009 to 09/2012.</li> </ul> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

RAM

\* Includes OPE funding \$2,963,000; EQU funding \$1,417,000.

**Continuation of WAS - Nuclear Science Workforce (2005270)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Eugene A. Henry      Signature: *Eugene A. Henry*      Date: 9/14/09

17. DOE Field Organization Official.

Name (typed): *Tobias*      Signature: *Tobias*      Date: 9/23/09

18. Contractor's Authorized Representative.

Name (typed): *Michelle Buchanan*      Signature: *Michelle Buchanan*      Date: 9/23/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION      Signature: *Mark A. Million*      Date: 9/16/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Nuclear Science Workforce (2005270)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- 4Q FY09/ 1Q FY10: Initiate research. If the contractor is a recipient of more than one award under Nuclear Science Workforce, this attachment pertains to all of those awards.
- 2Q FY10: Report on first quarter progress due.

Progress report due each quarter through project completion.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform research according to proposal consistent with approved budget.

Federal program managers will verify the research performance through quarterly progress reports and conference calls as needed.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly progress reports on the activities conducted for each research project.
- Final report on research results for each project.

**ATTACHMENT 2A**

**FINANCIAL PLAN REPORT**

**AVANCED SCIENTIFIC COMPUTING  
RESEARCH**

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: September 24, 2009 at 07:10:58 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	180,000.00	0.00	180,000.00	180,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										0.00	180,000.00	0.00	180,000.00	180,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		0.00	1,900,000.00	0.00	1,900,000.00	1,900,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		0.00	2,480,000.00	0.00	2,480,000.00	2,480,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										0.00	7,480,000.00	0.00	7,480,000.00	7,480,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	9,999,000.00	0.00	9,999,000.00	9,999,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										0.00	9,999,000.00	0.00	9,999,000.00	9,999,000.00
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		0.00	0.00	3,750,000.00	3,750,000.00	3,750,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		0.00	0.00	2,500,000.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										0.00	19,900,000.00	6,250,000.00	26,150,000.00	26,150,000.00
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		0.00	2,130,585.00	0.00	2,130,585.00	2,130,585.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		0.00	1,057,415.00	0.00	1,057,415.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		0.00	425,000.00	0.00	425,000.00	425,000.00
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		0.00	4,937,000.00	0.00	4,937,000.00	4,937,000.00
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										0.00	8,550,000.00	0.00	8,550,000.00	8,550,000.00

Financial Plan Number: 12  
 Contract Modification Number: N/A  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2009  
 Fiscal Month: 12

**Financial Plan Report - Detail**

Site: OR

Page 2 of 3  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: September 24, 2009 at 07:10:58 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for Fund Type: WO										0.00	112,462,000.00	6,250,000.00	118,712,000.00	118,712,000.00
Total for Recipient Code: OR										0.00	112,462,000.00	6,250,000.00	118,712,000.00	118,712,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										0.00	112,462,000.00	6,250,000.00	118,712,000.00	118,712,000.00

Financial Plan Number: 12

Fiscal Year: 2009

Contract Modification Number: N/A

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 24, 2009 at 07:10:58 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	6,250,000.00
Grand Total:	6,250,000.00
Total Non-Appropriated Funds:	0.00



**ATTACHMENT 2B**

**FINANCIAL PLAN REPORT**

**NUCLEAR PHYSICS**

# Financial Plan Report - Detail

## OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										0.00	60,568,000.00	0.00	60,568,000.00	60,568,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		0.00	180,000.00	0.00	180,000.00	180,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										0.00	180,000.00	0.00	180,000.00	180,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		0.00	1,900,000.00	-719,000.00	1,181,000.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		0.00	0.00	719,000.00	719,000.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		0.00	2,480,000.00	-698,000.00	1,782,000.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		0.00	600,000.00	0.00	600,000.00	600,000.00
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		0.00	0.00	698,000.00	698,000.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										0.00	7,480,000.00	0.00	7,480,000.00	7,480,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										0.00	5,785,000.00	0.00	5,785,000.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		0.00	9,999,000.00	0.00	9,999,000.00	9,999,000.00
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										0.00	9,999,000.00	0.00	9,999,000.00	9,999,000.00
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		0.00	3,750,000.00	0.00	3,750,000.00	3,750,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		0.00	19,900,000.00	0.00	19,900,000.00	19,900,000.00
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										0.00	26,150,000.00	0.00	26,150,000.00	26,150,000.00

Financial Plan Number: 13

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: -

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 28, 2009 at 08:00:48 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		0.00	2,130,585.00	0.00	2,130,585.00	2,130,585.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		0.00	1,057,415.00	0.00	1,057,415.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		0.00	425,000.00	0.00	425,000.00	425,000.00
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		0.00	4,937,000.00	0.00	4,937,000.00	4,937,000.00
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										0.00	8,550,000.00	0.00	8,550,000.00	8,550,000.00
<b>Total for Fund Type: WO</b>										0.00	118,712,000.00	0.00	118,712,000.00	118,712,000.00
<b>Total for Recipient Code: OR</b>										0.00	118,712,000.00	0.00	118,712,000.00	118,712,000.00
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										0.00	118,712,000.00	0.00	118,712,000.00	118,712,000.00

Financial Plan Number: 13

Fiscal Year: 2009

Contract Modification Number: -

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 28, 2009 at 08:00:48 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 278	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006787	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$650,000.00  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

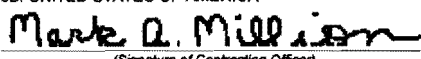
Recovery TAS::89 0328::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/2009

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$650,000 to the contract for the project entitled “Smart Grid Investment Grant Program (EISA 1306)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$650,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,920,274,152.57 to \$9,920,924,152.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. TD-470002-20389-09 (Revision No. 1) (Attachment 1A)	Smart Grid Investment Grant Program (EISA 1306)
WA No. TD-470002-20389-09 (Revision No. 2) (Attachment 1B)	Smart Grid Investment Grant Program (EISA 1306)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION





## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall perform technical merit reviews of applications received in response to the Smart Grid Investment Grant Funding opportunity Announcement. The reviews should be completed by September 30, 2009. However, additional time might be required. In addition the contractor shall oversee a team to perform reviews of SGIG proposals with respect to proposed approaches for performing consumer behavior studies that institute methods to eliminate biases. These reviews should be performed by September 30, 2009, although additional time might be required. Finally, the remainder of the funds should be applied to a current effort to develop and implement a cost-benefit estimation methodology to measure the impact of SGIG projects. A peer review of the methodology is expected to take place on September 9, 2009 and the method should be implemented by September 30, 2009.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will support OE in technical merit reviews and other reviews that pertain to the expeditious review and selection of SGIG proposals so that ARRA funds can be applied as quickly as possible to create jobs and stimulate the economy. In addition, the cost-benefit estimation methodology being developed at ORNL is the principal method measure the outcome of smart grid projects with respect to economic, reliability, and environmental benefits.

### **Section C: Contractor Recovery Act Deliverables**

- Technical Merit Reviews
- Analysis and Recommendations for Performing Consumer Behavior Studies
- A cost-benefit analysis tool and supporting documentation
- Recommendations for Data Requirements and Analysis for selected SGIG projects.

# ATTACHMENT 1B

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: <b>ARAA</b> Smart Grid Investment Grant Program (EISA 1306)		1b. Work Proposal Number (if applicable): AOP# 999	
2. Headquarters Program Point of Contact: Name: Joseph Paladino      Organization Code:      Telephone No: (202) 586-6916			
3. Headquarters Budget Point of Contact: Name: Monica Bradley      Organization Code: OE-1.1      Telephone No: (202) 586-5517			
4. Responsible Program: Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Russ Lee      Telephone No:	
8. Work Authorization Number: TD-470002-20389-09		9. Revision Number: 2	
10. Funds Authorized during FY 2009:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
TD5011.00.0 05846 3123742	\$870,000	\$500,000	\$1,370,000
11. Performance period covered by funds: From: <del>10/1/2008</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2008</del> 9/14/09 <i>NCL</i>	
13. Expected Completion Date: 9/30/2010			
14. Statement of Work: Funding in the amount of \$500,000 is authorized for Smart Grid Investment Program. These funds are made available for Project #20389 - Smart Grid Investment Grant Program (EISA 1306). These funds are to be distributed to Agreement # 20117-ORNL Consumer Behavior Study and Cost/Benefit Analysis for Smart Grid Investment Grant Applications in accordance with AOP# 999. Provide support in OE's effort to establish data and analytical requirements for selected Smart Grid Investment Grant applications. The effort will utilize the cost/benefit methodology being developed by ORNL on behalf of OE, as well as other methodologies, including those proposed by the applicants. - ORNL will assemble a team of experts to examine specific SGIG applications that propose to undertake a consumer behavior study, as outlined within the SGIG FOA. The effort should be completed by September 9, 2009, although additional time might be required. ORNL will be expected to: a. Identify, recruit and oversee experts in the area of dynamic pricing (with regard to customer electricity rates) and the role of public utility commissions in setting pricing tariffs. b. Develop an assessment and set of recommendations for each SGIG application assigned to ORNL. - Continue the development and implementation of a cost-benefit analysis methodology which is currently being management by ORNL for OE. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE <b>Recovery Act Project #2006000</b>			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Henry Kenchington, Deputy Assistant Secretary      Signature: <i>Henry Kenchington</i> Date: 8/20/09			
17. DOE Field Organization Official: Name (typed): <i>Johnny D. Moore</i> Signature: <i>Johnny D. Moore</i> Date:			
18. Contractor's Authorized Representative: Name (typed): <i>D.C. Christensen</i> Signature: <i>D.C. Christensen</i> Date: 21 Sept 2009			
19. DOE Contracting Officer (or delegated representative) Name (typed): <i>Mark A. Millon</i> Signature: <i>Mark A. Millon</i> Date: 9/18/2009			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

FED-09-10384  
AFP-ALLG

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall perform technical merit reviews of applications received in response to the Smart Grid Investment Grant Funding opportunity Announcement. The reviews should be completed by September 30, 2009. However, additional time might be required. In addition the contractor shall oversee a team to perform reviews of SGIG proposals with respect to proposed approaches for performing consumer behavior studies that institute methods to eliminate biases. These reviews should be performed by September 30, 2009, although additional time might be required. Finally, the remainder of the funds should be applied to a current effort to develop and implement a cost-benefit estimation methodology to measure the impact of SGIG projects. A peer review of the methodology is expected to take place on September 9, 2009 and the method should be implemented by September 30, 2009.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will support OE in technical merit reviews and other reviews that pertain to the expeditious review and selection of SGIG proposals so that ARRA funds can be applied as quickly as possible to create jobs and stimulate the economy. In addition, the cost-benefit estimation methodology being developed at ORNL is the principal method measure the outcome of smart grid projects with respect to economic, reliability, and environmental benefits.

### **Section C: Contractor Recovery Act Deliverables**

- Technical Merit Reviews
- Analysis and Recommendations for Performing Consumer Behavior Studies
- A cost-benefit analysis tool and supporting documentation
- Recommendations for Data Requirements and Analysis for selected SGIG projects.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 2

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: -

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

#### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)

Report Generated on: September 24, 2009 at 07:14:51 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05846	BW	3123742	TD5011000	25400	0000000	2006000	0000000		0.00	720,000.00	650,000.00	1,370,000.00	1,370,000.00
<i>AY 2009 - Work authorization number TD-470002-20389-09 Rev 1 \$150,000; Appropriation Symbol: 8909/100328</i>														
<i>Work authorization number TD-470002-20389-09 Rev 2 \$500,000; Appropriation Symbol: 8909/100328 (Total \$1,370,000)</i>														
Total for Program Parent/Control Point: TD5011000										0.00	720,000.00	650,000.00	1,370,000.00	1,370,000.00
Total for Fund Type: BW										0.00	720,000.00	650,000.00	1,370,000.00	1,370,000.00
Total for Recipient Code: OR										0.00	720,000.00	650,000.00	1,370,000.00	1,370,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)										0.00	720,000.00	650,000.00	1,370,000.00	1,370,000.00

Financial Plan Number: 2

Fiscal Year: 2009

Contract Modification Number: -

Fiscal Month: 12

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)

Report Generated on: September 24, 2009 at 07:14:51 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	650,000.00
Grand Total:	650,000.00
Total Non-Appropriated Funds:	0.00



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 1, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 276 - 279**

A fully executed copy of contract modifications 276, 277, 278, and 279 is enclosed for your retention. These modifications are issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$7,555,067 to the contract. The total amount of funds obligated under this contract since its inception is increased from \$9,913,389,085.57 to \$9,920,944,152.57.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 279	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006850	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$20,000.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N


Recovery TAS::89 0336::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/2009

NSN 7540-01-152-8070  
 Previous edition unusable

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

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$20,000 to the contract for the project entitled “ORNL Reviewers for ARPA-E Early Harvest Solicitation”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$20,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,920,924,152.57 to \$9,920,944,152.57.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 09/CJ000/00/01 (Revision No. 01) (Attachment 1)  (Number from Block 6 of the Work Authorization)	ORNL Reviewers for ARPA-E Early Harvest Solicitation

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

WORK AUTHORIZATION

U. S. DEPARTMENT OF ENERGY  
Management & Operating (M&O) Contract Work Authorization

- 1. INITIATOR: Antony DiGiovanni                      RW-10                      202-586-5934  
NAME & SIGNATURE                      ORG CODE                      TELEPHONE
- 2. PROJECT TITLE: Oak Ridge National Laboratory (ORNL) Reviewers for  
ARPA-E Early Harvest Solicitation
- 3. RESPONSIBLE ASSISTANT SECRETARY: Shane Kosinski - ARPA-E
- 4. RESPONSIBLE OPERATIONS OFFICE: AR-1 (ARPA-E)
- 5. M& O CONTRACTOR NAME: Oak Ridge National Laboratory (ORNL)
- 6. WORK AUTHORIZATION NO: 09/C 1 000/00/01      7. REVISION NO: 01
- 8. FUNDS HEREBY AUTHORIZED:

B&R No.	\$000	
<u>CJ /01 / 06099</u>	<u>\$20.0</u>	PERFORMANCE PERIOD COVERED BY
<u>  /  /  </u>	<u>  </u>	FUNDS FROM: <u>07/07/2009</u> TO: <u>7/14/2009</u>
<u>  /  /  </u>	<u>  </u>	10. WORK START DATE: <u>  </u>
<u>  /  /  </u>	<u>  </u>	11. EXPECTED COMPLETION DATE: <u>7/14/2009</u>
		12. FUTURE FUNDING PLANNED (\$000) <u>TBD</u>

13. WORK AUTHORIZED: (Brief description, schedule, results or products and reporting requirements, and any shifting of funds permitted within the work authorization):

This WAS covers expenses for eleven (11) ORNL employees to review two hundred (200) proposals for the ARPA-E program. The ORNL employees will work during the performance period as noted on this WAS. The ORNL employees will participate in the review of the initial concept papers and full applications received from the ARPA-E solicitation. Their reviews will follow the established procedures, as communicated, and the ORNL employees will report their review findings to the responsible Assistant Secretary, (acting) Director, or other senior program official.

The WAS includes \$20,000.

- |     | NAME & SIGNATURE                                      | DATE              |
|-----|---|-------------------|
| 14. | WORK AUTHORIZATION OFFICIAL: <u>Antony DiGiovanni</u> | <u>07/06/2009</u> |
| 15. | OPERATIONS OFFICE OFFICIAL: <u>[Signature]</u>        | <u>9/25/09</u>    |
| 16. | M& O CONTRACTOR OFFICIAL: <u>D.C. Christensen</u>     | <u>9/25/09</u>    |
| 17. | DOE CONTRACTING OFFICER: <u>Mark A. Miller</u>        | <u>9/28/09</u>    |

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides expenses for ONRL employees to review two hundred proposals for the ARPA-E program. ORNL employees will participate in the review of the initial concept papers and full applications received from the ARPA-E solicitation.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide review findings to the responsible Assistant Secretary, acting Director or other senior program official within specified time.

**Section C: Contractor Recovery Act Deliverable**

Deliverables are review results associated with ARPA-E proposals.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 1

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: N/A

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

#### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100336)

Report Generated on: September 28, 2009 at 11:45:15 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06099	AQ	3166012	CJ0100000	25400	0000000	2010000	0000000		0.00	0.00	20,000.00	20,000.00	20,000.00
<i>AY 2009 - Work authorization number 09/CJ000/00/01 Rev 1; Appropriation Symbol: 8909/100336</i>														
Total for Program Parent/Control Point: CJ0100000										0.00	0.00	20,000.00	20,000.00	20,000.00
Total for Fund Type: AQ										0.00	0.00	20,000.00	20,000.00	20,000.00
Total for Recipient Code: OR										0.00	0.00	20,000.00	20,000.00	20,000.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100336)										0.00	0.00	20,000.00	20,000.00	20,000.00

Financial Plan Number: 1

Fiscal Year: 2009

Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

Contract Modification Number: N/A

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100336)

Report Generated on: September 28, 2009 at 11:45:15

AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	20,000.00
Grand Total:	20,000.00
Total Non-Appropriated Funds:	0.00





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 1, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 280**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification reflects the definitization of negotiations on the proposal entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" dated June 2, 2009.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 280	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.152, P.L. 111-5, and P.L. 95-91

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


**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Recovery TAS::89 0335::TAS

See Page 2.

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 280	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.152, P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

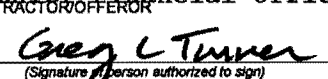
Subj to Retent: N

Recovery TAS::89 0335::TAS

See Page 2.

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/30/09
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED

This modification is issued to reflect definitization of negotiations on the Contractor's proposal entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" dated June 2, 2009. In accordance with the "Changes" clause in the contract, DOE and the Contractor mutually agree that this work represents a material increase in the level of the Contractor's management effort under the contract; therefore, the Contractor is due an equitable fee for such additional services. The total estimated cost agreed to by the parties during negotiations, including fee but exclusive of management reserve, is \$10,580,236.

Therefore, the contract is modified as follows:

1. The second paragraph of clause **B-2, Fixed Fee**, is deleted in its entirety and replaced as follows:

"No fixed fee deemed applicable under Recovery Act work shall be paid to the Contractor prior to definitization of contract modification(s) reflecting negotiated results of said Recovery Act work. After execution of the definitization contract modification(s), fixed fee provided under Recovery Act work shall be paid in accordance with the "Payments and Advances" clause in Section I of the contract. The fixed fee amounts agreed to by DOE and the Contractor are as follows: 1) \$400,000 for WA No. FD/04019/OR/41 and 2) \$378,000 for WA No. FE/01019/OR/41."

2. All other terms and conditions other than those specified in this modification remain unchanged.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Proposal entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" dated June 2, 2009, the Contractor hereby releases the Government from any and all liability for further equitable adjustments in fixed fee attributable to such facts or circumstances giving rise to the Proposal.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 281	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006874	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$939,883.74

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,921,884,036.31. This represents an increase of \$939,883.74, from \$9,920,944,152.57 to \$9,921,884,036.31.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$507,103.74.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 09/30/2009

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/281

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cumulative obligations of NAF since Modification 234 are \$27,992,129.49. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 282	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006874	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,688,763.30

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95+91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,927,572,799.61. This represents an increase of \$5,688,763.30, from \$9,921,884,036.31 to \$9,927,572,799.61.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
283	See Block 16C	09SC006874	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		98. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$788,628.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,928,361,427.61. This represents an increase of \$788,628.00, from \$9,927,572,799.61 to \$9,928,361,427.61.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	09/30/2009



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 284	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006874	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,092,760.00

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

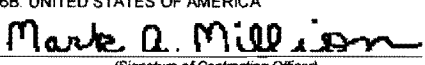
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,929,454,187.61. This represents an increase of \$1,092,760.00, from \$9,928,361,427.61 to \$9,929,454,187.61.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 285		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006874
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		00518	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	
CODE 099114287		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$67,961.17

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,929,522,148.78. This represents an increase of \$67,961.17, from \$9,929,454,187.61 to \$9,929,522,148.78.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
286	See Block 16C	09SC006874	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$67,961.17

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,929,590,109.95. This represents an increase of \$67,961.17, from \$9,929,522,148.78 to \$9,929,590,109.95.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
287	See Block 16C	09SC006874		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,323,300.98

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,930,913,410.93. This represents an increase of \$1,323,300.98, from \$9,929,590,109.95 to \$9,930,913,410.93.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<u>Mark A. Million</u> (Signature of Contracting Officer)	09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 288	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC006874	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$918,666.87

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

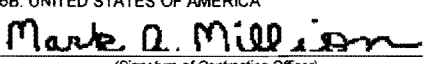
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,931,832,077.80. This represents an increase of \$918,666.87, from \$9,930,913,410.93 to \$9,931,832,077.80.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
289	See Block 16C	09SC006874	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,060,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,932,892,077.80. This represents an increase of \$1,060,000.00, from \$9,931,832,077.80 to \$9,932,892,077.80.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	09/30/2009



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 1, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 281 - 290**

A fully executed copy of the subject contract modifications are enclosed for your retention. These modifications obligate normal fiscal year-end, including Work for Others (WFO), funding. At this time, all appropriated funding received from other agencies via WFO program must now be issued under separate contract modifications for proper tracking in the FPDS-NG system.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
290	See Block 16C	09SC006874		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.	
			DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11)	
CODE	099114287	FACILITY CODE	10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$193,916.81

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$9,933,085,994.61. This represents an increase of \$193,916.81 from \$9,932,892,077.80 to \$9,933,085,994.61.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<u>Mark A. Million</u> (Signature of Contracting Officer)	09/30/2009





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 1, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 291**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,579,800 to the contract for Office of Energy Efficiency and Renewable Energy and Office of Geothermal Technologies projects. The total amount of funds obligated under this contract since its inception is increased from \$9,933,085,994.61 to \$9,936,665,794.61.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
291	See Block 16C	09SC006885	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-000R22725	
		10B. DATED (SEE ITEM 11)	
		10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,579,800.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	09/30/2009

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,579,800 to the contract for the Office of Energy Efficiency and Renewable Energy and the Office of Geothermal Technologies projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$3,579,800 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$9,933,085,994.61 to \$9,936,665,794.61.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. IF-470002-20653-09 (Attachment 1A)	ITP 3 IAC and Plant Best Practices ORNL
WA No. GT-470002-20685-09 (Revision 0) (Attachment 1B)	EGS R&D (2004190)
WA No. GT-470002-20685-09 (Revision 1) (Attachment 1C)	EGS R&D (2004190)
WA No. GT-470002-20685-09 (Revision 2) (Attachment 1D)	EGS R&D (2004190)
WA No. GT-470002-20685-09 (Revision 3) (Attachment 1E)	EGS R&D (2004190)
WA No. FB-470002-20454-09 (Revision 4) (Attachment 1F)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. FB-470002-20454-09 (Revision 5) (Attachment 1G)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. FB-470002-20454-09 (Revision 6) (Attachment 1H)	Enhance and Accelerate FEMP Service Functions to the Federal Government
WA No. FB-470002-20454-09 (Revision 7) (Attachment 1I)	Enhance and Accelerate FEMP Service Functions to the Federal Government
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
  
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
  
- F. All other terms and conditions remain unchanged.

**ATTACHMENT 1A**

**WORK AUTHORIZATION**



**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**Task 1 – Complete New and Enhanced Save Energy Now Assessments**

**Milestone – Ensure that 100 new and enhanced Save Energy Now assessments are completed**

**Task 2 – Complete Technical Assistance Activities to support Save Energy Now Assessments**

**Milestone – Ensure that 14 Technical Assistance support activities (\$25K each) are completed**

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

All tasks described under this effort will be completed by 11-30-2010, within the budget allocated to each task. Completion of each task will be determined by the submission of a final brief letter report to the sponsor's designated representative.

**Section C: Contractor Recovery Act Deliverables**

**Task 1 – Complete New and Enhanced Save Energy Now Assessments**

**Deliverable, Letter report documenting that assessments have been completed**

**Task 2 – Complete Technical Assistance Activities to support Save Energy Now Assessments**

**Deliverable, Letter report documenting that technical assistance activities have been completed**

**ATTACHMENT 1B**

**WORK AUTHORIZATION**



**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: EGS R&D (ARRA Project #2004190)		1b. Work Proposal Number (if applicable): FWP# CEEB181	
2. Headquarters Program Point of Contact. Name: <b>Raymond Fortuna</b> Organization Code: <b>EE-2C</b> Telephone No.: <b>(202) 586-1711</b>			
3. Headquarters Budget Point of Contact. Name: <b>Kyra Humphreys</b> Organization Code: <b>EE-3B</b> Telephone No.: <b>(202) 586-8138</b>			
4. Responsible Program: Office of Geothermal Technologies		5. Responsible Secretarial Officer: Assistant Secretary for Energy Efficiency & Renewable Energy	
6. Responsible Field Organization: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee – Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact. Name: <b>865-574-9143</b> Halica Akkurt	
8. Work Authorization Number: GT-470002-20685-09		9. Revision Number: 0	
10. Funds Authorized (\$ in thousands). B&R Code: <b>EB400502</b> Previous: <b>\$0</b> Change: <b>\$579,000</b> Current: <b>\$579,000</b>			
11. Performance Period Covered by Funds. From: <b>09/01/09</b> To: <b>9/30/12</b>	12. Work Start Date: <b>9/1/09</b>		13. Expected Completion Date: <b>9/30/12</b>
14. Statement of Work:  <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H. - <b>50</b> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u> Funding in the amount of \$579,000 is authorized for Enhanced Geo. These funds are made available for Project #20685 - EGS R&amp;D (2004190). These funds are to be distributed to Agreement # 19999-Feasibility and Design Studies for a High Temperature Downhole Tool in accordance with FWP# CEEB181. Oak Ridge National Laboratory will perform feasibility and design studies for a high temperature downhole tool that can measure the porosity, lithology, and density profile of geothermal wells.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements. Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): Ed Wall, Program Manager Signature: *Ed Wall* Date: 9/14/09

17. DOE Field Organization Official

Name (typed): *Johnny O. Moore* Signature: *[Signature]* Date: 9/21/09

18. Contractor's Authorized Representative

Name (typed): *D.C. Christensen* Signature: *[Signature]* Date: 9/23/09

19. DOE Contracting Officer (or delegated representative)

Name (typed): *MARK A. MILLION* Signature: *Mark A. Million* Date: 9/21/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

*Evaluation and testing of the commercially available scintillator materials (for photon detection) and moderator materials (for neutron detector) for temperature and pressure to determine operation range. Temperature tests will be conducted up to 400oC. Further tests will be performed to investigate if temperature/pressure resistance could be improved by using different encapsulation materials for the detectors. Simulations will be performed for optimum tool design to determine the number and types of detectors for the optimum response.*

*Go/no-go: None of the commercially available scintillators meet the criteria, then we move to crystals that are not commercially available (i.e., SrF2:Eu2+, CeCl3). If plastic moderators do not work, we will evaluate other candidate moderator materials.  
9/30/10.*

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

*Determination of the operating range with validation results from both tests and simulations. Demonstration of the response within the operation range.*

### **Section C: Contractor Recovery Act Deliverables**

*Progress report documenting the results from the first phase of the feasibility studies, including the test results and status. The report will also discuss the path forward for the second half of the project based on findings*

**ATTACHMENT 1C**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: EGS R&D (ARRA Project #2004190)		1b. Work Proposal Number (if applicable): FWP# CEEB183	
2. Headquarters Program Point of Contact Name: Raymond Fortuna Organization Code: EE-2C Telephone No.: (202) 586-1711			
3. Headquarters Budget Point of Contact Name: Kyra Humphreys Organization Code: EE-3B Telephone No.: (202) 586-8138			
4. Responsible Program: Office of Geothermal Technologies		5. Responsible Secretarial Officer: Assistant Secretary for Energy Efficiency & Renewable Energy	
6. Responsible Field Organization: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee -- Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: William Petor	
8. Work Authorization Number: GT-470002-20685-09		9. Revision Number: 1	
10. Funds Authorized (\$ in thousands). B&R Code: EB400502 Previous: <del>\$0</del> <sup>WEL</sup> \$579,000 Change: \$651,000 Current: <del>\$651,000</del> <sup>WEL</sup> \$1,230,000			
11. Performance Period Covered by Funds. From: 09/01/09 To: 9/30/12		12. Work Start Date: 9/1/09	13. Expected Completion Date: 9/30/12
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.- <u>50</u> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  <u>Specific Recovery Act Statement of Work:</u> Funding in the amount of \$651,000 is authorized for Enhanced Geo. These funds are made available for Project #20685 - EGS R&D (2004190). These funds are to be distributed to Agreement # 19998-Wear-Resistant NanoComposite Stainless Steel Coatings and Bits for Geothermal Drilling in accordance with FWP# CEEB183. Oak Ridge National Laboratory will develop ultra hard, wear resistant nanocomposite stainless steels coatings and bulk components to increase the lifetime of drill tooling in harsh geothermal environments.  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements. Attachment A will be evaluated under the Office of Science laboratory appraisal process.			

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15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Ed Wall, Program Manager

Signature:



Date:

9/14/09

17. DOE Field Organization Official.

Name (typed): Johnny O. Moore

Signature:



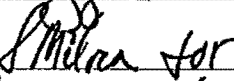
Date:

9/21/09

18. Contractor's Authorized Representative.

Name (typed): D.C. Christensen

Signature:



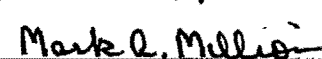
Date:

9/23/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature:



Date:

9/21/09

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

*ORNL will have performed wear tests using abrasive wear loop apparatus, salt fog tests for corrosion, and fracture toughness/impact tests to compare coatings and bulk samples with H13 steel, 316 stainless steel, and WC/ 20% Co. 12/30/10 In addition, ORNL will develop, validate, and create baseline data using a unique testing apparatus for simulating geothermal conditions.*

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

*The coatings/bulk samples must have equal or better salt fog test results than the 316 stainless steel, equal or better abrasive wear test results than H13 steel, and equal or better fracture toughness results than WC/20%Co.*

**Section C: Contractor Recovery Act Deliverables**

*A mid-project report containing metallurgical, mechanical, and corrosion results will be provided in 18 months.*

# ATTACHMENT 1D

## WORK AUTHORIZATION



**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**


1a. Project Title: <b>EGS R&amp;D (ARRA Project #2004190)</b>		1b. Work Proposal Number (if applicable): <b>FWP# CEEB180</b>	
2. Headquarters Program Point of Contact: Name: <b>Raymond Fortuna</b> Organization Code: <b>EE-2C</b> Telephone No.: <b>(202) 586-1711</b>			
3. Headquarters Budget Point of Contact: Name: <b>Kyra Humphreys</b> Organization Code: <b>EE-3B</b> Telephone No.: <b>(202) 586-8138</b>			
4. Responsible Program: <b>Office of Geothermal Technologies</b>		5. Responsible Secretarial Officer: <b>Assistant Secretary for Energy Efficiency &amp; Renewable Energy</b>	
6. Responsible Field Organization: <b>Oak Ridge Operations Office</b>			
7a. Site and Facility Management Contractor: <b>University of Tennessee - Battelle (Oak Ridge National Laboratory)</b>		7b. Contractor Point of Contact: Name: <b>Adrien Sabau</b>	
8. Work Authorization Number: <b>GT-470002-20685-09</b>		9. Revision Number: <b>2</b>	
10. Funds Authorized (\$ in thousands). <b>\$1,230,000</b> B&R Code: <b>EB400502</b> Previous: <b>\$0</b> <b>NEL</b> Change: <b>\$90,000</b> Current: <b>\$90,000</b> <b>NEL</b> <b>\$1,320,000</b>			
11. Performance Period Covered by Funds: From: <b>09/01/09</b> To: <b>9/30/12</b>		12. Work Start Date: <b>9/1/09</b>	13. Expected Completion Date: <b>9/30/12</b>
14. Statement of Work:  <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision II - <b>50</b> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>Funding in the amount of \$90,000 is authorized for Enhanced Geo. These funds are made available for Project #20685 - EGS R&amp;D (2004190). These funds are to be distributed to Agreement # 19994-Working Fluids and their Effect on Geothermal Turbines in accordance with FWP# CEEB180. Oak Ridge National Laboratory will evaluate working fluids for a geothermal turbine cycle based on property measurements, molecular dynamics modeling, and thermodynamic modeling to increase the turbine cycle efficiency in binary power plants.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements. Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

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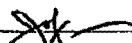
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Ed Wall, Program Manager      Signature:       Date: 9/14/09


17. DOE Field Organization Official.

Name (typed): Johnny O. Moore      Signature:       Date: 9/24/09

18. Contractor's Authorized Representative.

Name (typed): D.C. Christensen      Signature:       Date: 9/23/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION      Signature:       Date: 9/21/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- 1) 10/1/10 Prediction of thermodynamic properties for a single component fluid through the critical point.
- 2) 4/1/11 Obtain the full vapor-liquid equilibrium envelopes and critical points full for one set of mixtures.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

*Thermophysical and thermodynamic properties measured and validated against NIST values.*

**Section C: Contractor Recovery Act Deliverables**

- (1) thermodynamic properties for several candidate working fluids
- (2) a computational toolbox for the analysis of mixtures of fluids, turbine design and cooling needs,
- (3) experimental results from Brayton cycle tests,
- (4) recommendations for new working fluids.

# ATTACHMENT 1E

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: EGS R&D (ARRA Project #2004190)		1b. Work Proposal Number (if applicable): FWP# CEEB182	
2. Headquarters Program Point of Contact: Name: <b>Raymond Fortuna</b> Organization Code: <b>EE-2C</b> Telephone No.: <b>(202) 586-1711</b>			
3. Headquarters Budget Point of Contact: Name: <b>Kyra Humphreys</b> Organization Code: <b>EE-3B</b> Telephone No.: <b>(202) 586-8138</b>			
4. Responsible Program: Office of Geothermal Technologies		5. Responsible Secretarial Officer: Assistant Secretary for Energy Efficiency & Renewable Energy	
6. Responsible Field Organization: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee – Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: <b>865-574-5473</b> David Cole	
8. Work Authorization Number: GT-470002-20685-09		9. Revision Number: 3	
10. Funds Authorized (\$ in thousands): B&R Code: <b>EB400502</b> Previous: <del>\$0</del> <b>\$1,320,000</b> WCL		Change: <b>\$600,000</b> Current: <del>\$600,000</del> <b>\$1,920,000</b> WCL	
11. Performance Period Covered by Funds: From: <b>09/01/09</b> To: <b>9/30/12</b>		12. Work Start Date: <b>9/1/09</b>	13. Expected Completion Date: <b>9/30/12</b>
14. Statement of Work:  <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H. <del>50</del> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>Funding in the amount of \$600,000 is authorized for Enhanced Geo. These funds are made available for Project #20685 - EGS R&amp;D (2004190). These funds are to be distributed to Agreement # 19996-Properties of CO2 Rich Pore Fluids and their Effect on Porosity Evolution in EGS Rocks in accordance with FWP# CEEB182. Oak Ridge National Laboratory will 1) characterize CO2 and water bulk and pore fluids by vibrating tube densimetry, 2) determine changing pore and fluid structures using neutron scattering, and 3) conduct real time imaging of the dissolution front and evolution of porosity using x-ray and neutron computed tomography.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements. Attachment A will be</p>			

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evaluated under the Office of Science laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Ed Wall, Program Manager      Signature: *Ed Wall*      Date: 9/14/09

17. DOE Field Organization Official.

Name (typed): *Johnny O. Moore*      Signature: *J. Moore*      Date: 9/24/09

18. Contractor's Authorized Representative.

Name (typed): *D.C. Christensen*      Signature: *D.C. Christensen*      Date: 9/23/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): *MARK A. MILLION*      Signature: *Mark A. Million*      Date: 9/21/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

1. *thermophysical data on CO<sub>2</sub>-rich fluid mixtures - 12/30/10*
2. *(a) to probe the pore-scale features likely to be encountered in subsurface environments, and  
(b) to assess  
the impact of pore-scale confinement on the properties of CO<sub>2</sub>-rich fluids. – 9/30/11*

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- (a) Accurate fluid properties in the relevant pressure, temperature, and composition ranges;*
- (b) predict the migration of such fluids through the fracture/pore environment over variable length scales; and*
- (c) provide provisions in current models for the effects of adsorption and fluid confinement.*

**Section C: Contractor Recovery Act Deliverables**

*The quantified parameters critically needed for developing and validating numerical modeling of chemical interactions between EGS reservoir rocks and supercritical CO<sub>2</sub> and CO<sub>2</sub>-rich aqueous fluids.*

**ATTACHMENT 1F**

**WORK AUTHORIZATION**



**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: <b>ARRA</b> Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004160	
2. Headquarters Program Point of Contact: Name: <b>Albert Ream</b> Organization Code: <b>EE-2L</b> Telephone No.: <b>(202) 586-7230</b>			
3. Headquarters Budget Point of Contact: Name: <b>Sheila Traynham</b> Organization Code: <b>EE-3B</b> Telephone No.: <b>(202) 586-9487</b>			
4. Responsible Program: <b>Office of Energy Efficiency and Renewable Energy</b>		5. Responsible Secretarial Officer: <b>Steve Chaik</b>	
6. Responsible Field Organization: <b>Oak Ridge Operations Office</b>			
7a. Site and Facility Management Contractor: <b>University of Tennessee - Battelle (Oak Ridge National Laboratory)</b>		7b. Contractor Point of Contact: Name: <b>Julia Kelley</b> Telephone No.:	
8. Work Authorization Number: <b>FB-470002-20454-09</b>		9. Revision Number: <b>1</b>	
10. Funds Authorized. B&R Code: <b>EL1702010-05794-1004578</b> Previous: <del>\$344,000</del> <b>\$524,000 WCL</b> Change: <b>\$111,000</b> Current: <del>\$355,000</del> <b>\$635,000 WCL</b>			
11. Performance Period Covered by Funds. From: <b>6/30/2009</b> To: <b>9/30/2010</b>		12. Work Start Date: (Date should reflect anticipated work start date) Month/Year <b>6/2009</b> <b>9/2009 WCL</b>	13. Expected Completion Date: (Date should reflect the anticipated work completion which should not exceed the 2015 date identified in Recovery Act Guidance.) <b>9/2010</b>
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.- <u>50</u> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. <span style="float: right;">MAM</span>  <u>Specific Recovery Act Statement of Work:</u>  Funding in the amount of \$111,000 is authorized for Energy Savings & Performance Contracts. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19208-ORNL-ESPC-Call for FEMP Technical Services in accordance with AOP# 2004160. Recovery Act TAS 8909/100331.91 Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government  ORNL will provide ESPC technical assistance to enhance and accelerate FEMP service functions to the Federal government using the American Recovery and Reinvestment Act (ARRA) funds. ORNL will provide services in the following areas: Initial and/or feasibility of a particular technology; Project prioritization; Strategic energy planning and benchmarking; Technical reviews of designs and proposals; Energy audit training; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; Resource Efficiency Energy Managers; Operations and maintenance; Evaluate financial strategies, procurement specifications, and acceptance of installed systems; Detail of key lab staff to work within agencies for a limited duration (normally not more than 24 months); and All of the above with special emphasis on particular technologies in the areas of the labs' expertise. ORNL will provide project management support activities to include follow-up with the agency, completion of technical assistance reports, participation in technical assistance conference calls, quarterly joule reporting, and monthly project updates to the FEMP Central database. Technical assistance to agencies must be approved by the Federal Energy Management Program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):  The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery			

and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Richard G. Kidd, IV Program Manager

Signature: 

Date:

17. DOE Field Organization Official.

Name (typed): John man

Signature: 

Date: 9/22/09

18. Contractor's Authorized Representative.

Name (typed): P.C. Christensen

Signature: 

Date: 9/23/09

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: 

Date: 9/21/09

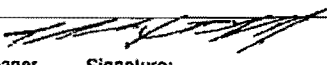
## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

<p><b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b></p> <p><i>Schedule 10-15 site visits and training for all activities (10/15/2009)</i> <i>Conduct initial screening interviews and information/data collection (11/30/2009)</i> <i>Complete 10 to 15 site visits with exit interview by August 30, 2010.</i> <i>Complete site visits and comprehensive report finalized. (9/30/2010)</i></p>
<p><b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b></p> <p>Timely completion of site visits and final reports Obtain satisfactory rating on customer survey of Federal agency (ies) for 10 to 15 energy audits by September 30, 2010. Obtain satisfactory rating on customer survey of Federal agency (ies) for 10 to 15 training sessions by September 30, 2010.</p>
<p><b>Section C: <u>Contractor Recovery Act Deliverables</u></b></p> <p><i>Delivery of Final Report on energy audits by September 30, 2010.</i></p>

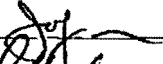
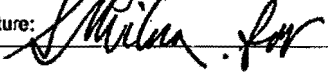

**ATTACHMENT 1G**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: <b>ARPA</b> Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004180	
2. Headquarters Program Point of Contact. Name: <b>David McAndrew</b> Organization Code: <b>EE-2L</b> Telephone No.: <b>(202) 586-7722</b>			
3. Headquarters Budget Point of Contact. Name: <b>Sheila Traynham</b> Organization Code: <b>EE-3B</b> Telephone No.: <b>(202) 586-9487</b>			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk	
6. Responsible Field Organization: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact. Name: <b>Julia Kelley</b> Telephone No.:	
8. Work Authorization Number: FB-470002-20454-09		9. Revision Number: 5	
10. Funds Authorized. B&R Code: <b>EL1702010-05794-1004578</b> Previous: <del>\$89,000</del> <b>\$635,000 NCL</b> Change: <b>\$20,000</b> Current: <del>\$100,000</del> <b>\$655,000 NCL</b>			
11. Performance Period Covered by Funds. From: <b>6/30/2009</b> To: <b>9/30/2010</b>		12. Work Start Date: (Date should reflect anticipated work start date) Month/Year <del>6/2009</del> <b>9/2009 NCL</b>	13. Expected Completion Date: (Date should reflect the anticipated work completion which should not exceed the 2015 date identified in Recovery Act Guidance.) <b>9/2010</b>
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.-50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  <u>Specific Recovery Act Statement of Work:</u>  Funding in the amount of \$20,000 is authorized for Energy Savings & Performance Contracts. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19143-UESC Project Support ORNL in accordance with AOP# 2004180. Recovery Act TAS 8909/100331.91 Project # 2004180- Enhance and Accelerate FEMP Service Function to the federal government Oak Ridge National Laboratory will provide technical assistance, customized training and project support to facilitate the development of UESC projects for federal agencies. This support will include technical assistance to the National Parks Service including Alcatraz Island and the other 14 NPS facilities served by Pacific Gas and Electric, selected Air Force sites as well as other federal agencies as UESC project opportunities develop. It will also include an assessment of the potential to capture and utilized hydrogen gas which is currently being vented by the NASA Stennis Space Center. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE			
15. Reporting Requirements (Status reports, scientific and technical information or similar):  The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official. Name (typed): <b>Richard G. Kidd, IV Program Manager</b>		Signature:  Date: <b>10/1/09</b>	
17. DOE Field Organization Official.			

MAM

Name (typed):	Johnny Moon	Signature:		Date:	9/22/09
18. Contractor's Authorized Representative.					
Name (typed):	D.C. Christensen	Signature:		Date:	9/23/09
19. DOE Contracting Officer (or delegated representative).					
Name (typed):	MARK A. MILLION	Signature:		Date:	9/21/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Identify 2 to 3 potential UESC projects by April 30, 2010.

Complete final report on assistance provided to at least 3 UESC Projects by September 30, 2010.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

*Investment of \$5 million in energy savings technologies associated with about 3 UESC projects by September 30, 2010.*

### **Section C: Contractor Recovery Act Deliverables**

Provide final report on assistance provided to at least 3 UESC Projects by September 30, 2010.

**ATTACHMENT 1H**

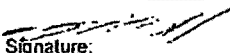


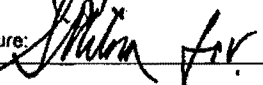

**WORK AUTHORIZATION**



**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: <b>ARRA</b> Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP# 2004160
2. Headquarters Program Point of Contact. Name: Shawn Herrera Organization Code: EE-2L Telephone No.: (202) 586-1511		
3. Headquarters Budget Point of Contact. Name: Sheila Traynham Organization Code: EE-3B Telephone No.: (202) 586-9487		
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Steve Chalk
6. Responsible Field Organization: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact. Name: Julia Kelley Telephone No.:
8. Work Authorization Number: FB-470002-20454-09		9. Revision Number: 6
10. Funds Authorized. B&R Code: EL1703010-05794-1004580 Previous: \$800,000 Change: \$200,000 Current: \$1,000,000		
11. Performance Period Covered by Funds. From: 6/30/2009 To: 9/30/2010		12. Work Start Date: (Date should reflect anticipated work start date) Month/Year <del>6/2009</del> 9/2009 NCL
13. Expected Completion Date: (Date should reflect the anticipated work completion which should not exceed the 2015 date identified in Recovery Act Guidance.) 9/2010		
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.- <u>50</u> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  <u>Specific Recovery Act Statement of Work:</u>  Funding in the amount of \$200,000 is authorized for Direct Technical Assistance. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19079-ORNL- Technical Guidance and Assistance in accordance with AOP# 2004160. Recovery Act TAS 8909/100331.91 Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government  ORNL will provide technical assistance to enhance and accelerate FEMP service functions to the Federal government using the American Recovery and Reinvestment Act (ARRA) funds. ORNL will provide services in the following areas: Initial and/or feasibility of a particular technology; Project prioritization; Strategic energy planning and benchmarking; Technical reviews of designs and proposals; Energy audit training; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; Resource Efficiency Energy Managers; Operations and maintenance; Evaluate financial strategies, procurement specifications, and acceptance of installed systems; Detail of key lab staff to work within agencies for a limited duration (normally not more than 24 months); and All of the above with special emphasis on particular technologies in the areas of the labs' expertise. ORNL will provide project management support activities to include follow-up with the agency, completion of technical assistance reports, participation in technical assistance conference calls, quarterly route reporting, and monthly project updates to the FEMP Central database. Technical assistance to agencies must be approved by the Federal Energy Management Program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):  The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		

MAM

16. Work Authorization Program Official.		
Name (typed): Richard G. Kidd, IV Program Manager	Signature: 	Date: 9/21/09
17. DOE Field Organization Official.		
Name (typed): 	Signature: 	Date: 9/23/09
18. Contractor's Authorized Representative.		
Name (typed): D.C. Christensen	Signature: 	Date: 9/23/09
19. DOE Contracting Officer (or delegated representative).		
Name (typed): MARK A. MILLION	Signature: 	Date: 9/21/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Complete kick-off meetings by March 31, 2010.  
Complete 9 to 13 site visits for projects by April 30, 2010.  
Complete and provide final recommendations for 9 to 13 technical assistance projects by September 30, 2010.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

Obtain satisfactory rating on customer survey of Federal agency (ies) for 9 to 13 technical assistance projects by September 30, 2010.

### **Section C: Contractor Recovery Act Deliverables**

Provide written plans for site visits for 9 to 13 projects by August 28, 2009.  
Complete and provide quarterly reports to FEMP HQ during period October 1, 2009 through September 30, 2010.  
Complete and provide the final reports for 9 to 13 technical assistance project by September 30, 2010.

# ATTACHMENT 1I

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a Project Title <u>ARRA</u> Enhance and Accelerate FEMP Service Functions to the Federal Government		1b Work Proposal Number (if applicable): AOP# 2004160
2 Headquarters Program Point of Contact Name: <u>Annie Haskins</u> Organization Code <u>EE-2L</u> Telephone No. <u>(202) 586-4536</u>		
3 Headquarters Budget Point of Contact Name: <u>Shella Traynham</u> Organization Code <u>EE-3B</u> Telephone No. <u>(202) 586-9487</u>		
4 Responsible Program <u>Office of Energy Efficiency and Renewable Energy</u>		5 Responsible Secretarial Officer <u>Steve Chalk</u>
6 Responsible Field Organization <u>Oak Ridge Operations Office</u>		
7a Site and Facility Management Contractor <u>University of Tennessee - Battelle (Oak Ridge National Laboratory)</u>		7b Contractor Point of Contact Name: <u>Juka Kelley</u> Telephone No. _____
8 Work Authorization Number <u>FB-470002-20454 09</u>		9 Revision Number <u>7</u>
10 Funds Authorized B&R Code: <u>EL1704000 05794-1004582</u> Previous <u>\$416,000</u> Change <u>\$104,000</u> Current <u>\$520,000</u>		
11. Performance Period Covered by Funds From <u>6/30/2009</u> To <u>9/30/2010</u>		12 Work Start Date (Date should reflect anticipated work start date) Month/Year <u>7/2009</u> <u>NCL</u>
13 Expected Completion Date (Date should reflect the anticipated work completion which should not exceed the 2015 date identified in Recovery Act Guidance.) <u>9/2010</u>		
14 Statement of Work  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H, - <u>SO</u> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.		
<u>Specific Recovery Act Statement of Work:</u>  Funding in the amount of \$104,000 is authorized for Planning, Reporting and Evaluation. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19178-On Line Training Program Development in accordance with AOP# 2004160 Recovery Act TAS 8909/100331.91 Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government  Communications incorporated in this funding action include the development of an on-line training program that provides the necessary education to Federal energy managers to meet American Recovery and Reinvestment Act (ARRA) requirements, produce and deliver on-line training resources to help Federal agencies assess and implement energy efficiency projects with ARRA funds. Content areas may include Project prioritization, Strategic energy planning and benchmarking, High-performance green building technical support, Federal vehicle fleet technical support, Assessments, Retro-Commissioning, and Operations and maintenance, Procurement specifications, and acceptance of installed systems. ORNL will provide technical assistance and project management support activities to include follow-up with the agencies involved, completion of technical assistance reports, participation in technical assistance conference calls and monthly updates in meeting agreement milestones will be provided to FEMP or, reported as required by ARRA in meeting project milestones and metrics. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.		
15 Reporting Requirements (Status reports, scientific and technical information or similar)  The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		

16 Work Authorization Program Official			
Name (typed):	Richard G. Kidd, IV Program Manager	Signature	Date: 9/17/09
17 DOE Field Organization Official			
Name (typed):	John man	Signature	Date: 9/23/09
18 Contractor's Authorized Representative			
Name (typed):	D.C. Christensen	Signature: J. Wilson for	Date: 9/23/09
19 DOE Contracting Officer (or delegated representative)			
Name (typed)	MARK A. MILLION	Signature: Mark A. Million	Date: 9/21/09

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Develop an implementation plan for the on-line training program, completed and approved by FEMP (9/30/2009)

Develop a training program content list with educational module outlines and subject matter experts, completed and approved by FEMP (10/30/2009)

Develop a Training Manual listing courses, content experts, availability, and pre-requisites, completed and approved by FEMP (11/30/2009)

Offer On-line Training Program courses - January through June 2010 (6/30/2010)

Publish archived digitized version of the Training Program, and report on Training Program data usage with approved metrics (6/30/2010)

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

Contractor will report training outcomes using metrics developed from the participants themselves. Contractor will develop a participant evaluation form and will arrange for empirical, objective, non-biased compilation of performance results. Performance measures will include the number of participants, performance outcome rating scale, and a number of performance measures that cover factors such as: relevance of training to job; quality of materials; and technical quality.

### **Section C: Contractor Recovery Act Deliverables**

By September 30, 2010, Contractor shall deliver:

1. On-line training manual with course lists, content experts, and pre-requisites
2. On-line training program courses hosted live as part of the FEMP Web site as defined in the scope of work
3. Digital archived versions of training program courses listed in No. 2 above

# ATTACHMENT 2

## FINANCIAL PLAN REPORT



# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: September 29, 2009 at 02:01:53 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		0.00	710,000.00	0.00	710,000.00	710,000.00
<i>AY 2009 - Work Authorization Number BM-470002-20469-09 Revision 0 \$350,000; Appropriation Symbol: 8909/100331</i>														
<i>Work Authorization Number BM-470002-20469-09 Revision 1 \$360,000; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		0.00	679,046.00	0.00	679,046.00	679,046.00
<i>AY 2009 - Work Authorization Number BM-470002-20650-09; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		0.00	5,000,000.00	0.00	5,000,000.00	5,000,000.00
<i>AY 2009 - Work Authorization Number BM-470002-20472-09; Appropriation Number: 8909/100331</i>														
<b>Total for Program Parent/Control Point: BM0100000</b>										0.00	6,389,046.00	0.00	6,389,046.00	6,389,046.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		0.00	0.00	1,920,000.00	1,920,000.00	1,920,000.00
<i>AY 2009 - Work authorization number GT-470002-20685-09 Rev 0 (\$579,000), Rev 1 (\$651,000), 2(\$90,000), and 3 (\$600,000) for a total of \$1,920,000; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB4000000</b>										0.00	0.00	1,920,000.00	1,920,000.00	1,920,000.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		0.00	700,000.00	0.00	700,000.00	700,000.00
<i>AY 2009 - Work Authorization Number 470002-20476-09; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										0.00	700,000.00	0.00	700,000.00	700,000.00
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		0.00	10,500,000.00	0.00	10,500,000.00	10,500,000.00
<i>AY 2009 - Work Authorization Number: IF-470002-20421-09; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
<i>AY 2009 - Work Authorization Number: IF-470002-20421-09; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		0.00	0.00	1,224,800.00	1,224,800.00	1,224,800.00
<i>AY 2009 - Work authorization number IF-470002-40653-09 Rev 0 \$1,224,800; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		0.00	3,100,000.00	0.00	3,100,000.00	3,100,000.00
<i>AY 2009 - Work Authorization Number IF-470002-20416-09; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										0.00	18,100,000.00	1,224,800.00	19,324,800.00	19,324,800.00
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		0.00	524,000.00	131,000.00	655,000.00	655,000.00
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09 Rev 4 (\$111,000), Rev 5 (\$20,000) for a total of \$655,000; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		0.00	800,000.00	200,000.00	1,000,000.00	1,000,000.00
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09 Rev 6 (\$200,000) for a total of \$1,000,000; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		0.00	416,000.00	104,000.00	520,000.00	520,000.00
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09 Rev 7 (\$104,000) for a total of \$520,000; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EL1700000</b>										0.00	1,740,000.00	435,000.00	2,175,000.00	2,175,000.00
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work Authorization Number WI-470002-20538-09; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: WI1100000</b>										0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<b>Total for Fund Type: ZT</b>										0.00	29,429,046.00	3,579,800.00	33,008,846.00	33,008,846.00

Financial Plan Number: 9

Fiscal Year: 2009

Fiscal Month: 12

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Contract Modification Number: N/A

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report: RFP0001

Report Generated on: September 29, 2009 at 02:01:53 PM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-20458-09; Appropriation Symbol: 8909/100331</i>														
Total for Program Parent/Control Point: WI1001000										0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
Total for Fund Type: ZV										0.00	16,800,000.00	0.00	16,800,000.00	16,800,000.00
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
<i>AY 2009 - Work Authorization Number: WI-470002-18777-09; Appropriation Symbol: 8909/100331 - \$5.8M</i>														
<i>Work Authorization Number: WI-470002-20443-09; Appropriation Symbol: 8909/100331 - \$6.0M</i>														
Total for Program Parent/Control Point: WI0702000										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
Total for Fund Type: ZW										0.00	11,800,000.00	0.00	11,800,000.00	11,800,000.00
Total for Recipient Code: OR										0.00	58,029,046.00	3,579,800.00	61,608,846.00	61,608,846.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										0.00	58,029,046.00	3,579,800.00	61,608,846.00	61,608,846.00

Financial Plan Number: 9

Fiscal Year: 2009

Fiscal Month: 12

Contract Modification Number: N/A

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 29, 2009 at 02:01:53

PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	3,579,800.00
Grand Total:	3,579,800.00
Total Non-Appropriated Funds:	0.00

To: Legacy Critique

From: Mark A. Million

Date: October 8, 2009

Please scan the attached document (Modification 292), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 8, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 292**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification incorporates RCN No. OR-38 into the contract.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 292	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-38 attached hereto. Requirement Change Notice No. OR-38 covers the period of June 1, 2009 through August 31, 2009.

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 10/07/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 292	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

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


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-38 attached hereto. Requirement Change Notice No. OR-38 covers the period of June 1, 2009 through August 31, 2009.

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/6/09
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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

DOE Form  
(04/1991)

RCN No. OR-38

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

Page 1 of 8

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I-112, Laws,  
Regulations, and DOE Directives (DEC  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-38 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE O 206.1

**DELETIONS:**

**EXTENSIONS:**

DOE N 234.1 (extended by DOE N 251.76)

**UPDATES:**

WSS Set 1, Change 65

WSS Set 1, Change 66

WSS Set 1, Change 67

WSS Set 1, Change 68

Removal of WSS Set for Chem-Bio Facility (Building 5507A), Change 2

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 150.1, Implementation Plan, submitted

DOE O 420.1B, Chapter III, Implementation Plan, closed

DOE O 206.1, Implementation Plan, to be submitted

DOE M 205.1-4, Implementation Plan, Revision 1, approved

**ADMINISTRATIVE CORRECTION:**

DOE AUTHORIZING SIGNATURE:

*M. J. Banton*

Johnny O. Moore, Contracting Officer's Representative

DATE:

9/28/09



## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
Compliance Line: Implementation Plan, Revision 1, approved by DOE 10/03/2008.				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
<b>Compliance Line: Implementation Plan submitted to DOE on 07/31/2009.</b>				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Public Key Cryptography and Key Management		
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.</b>				

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 205.1-5	08/12/2008	Cyber Security Process Requirements Manual		
Compliance Line: Implementation Plan approved by DOE on 05/01/2009.				
DOE M 205.1-6	12/23/2008	Media Sanitization Manual		
DOE M 205.1-7	01/05/2009	Security Controls for Unclassified Information Systems Manual		
DOE M 205.1-8	01/08/2009	Cyber Security Incident Management Manual		
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
Compliance Line: Implementation Plan approved by DOE on 03/27/2008.				
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
Compliance Line: Implementation Plan (Revision 1) approved by DOE on 08/28/2006.				
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
<b>DOE O 206.1</b>	<b>06/11/2009</b>	<b>Department of Energy Privacy Program</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE by 10/09/2009.</b>				
DOE N 206.4	06/29/2007	Personal Identity Verification		Expiration date extended to 06/29/2009 by DOE N 251.74.
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (2). <b>Expiration date extended to 2/27/2010 by DOE N 251.76</b>
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan approved by DOE on 5/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line 2: Implementation Plan approved by DOE on 01/22/2007 for DOE O 420.1B, Attachment 2, Chapter IV.				
Compliance Line 3: Implementation Plan approved by DOE on 11/30/2006 for DOE O 420.1B, Attachment 2, Chapter V.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (2)
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 08/28/2006.				
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
DOE M 470.4-4A	01/16/2009	Information Security Manual		
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

DOE Directives DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE O 5660.1B	05/26/1994	Management of Nuclear Materials		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b> <b>WSS Sets and S/RIDs can be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>65</b> <b>06/10/2009</b> <b>66</b> <b>07/23/2009</b> <b>67</b> <b>08/12/2009</b> <b>68</b> <b>08/19/2009</b>	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	9 06/26/2008	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	11 12/31/2008	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

To: Legacy Critique

From: Mark A. Million

Date: October 8, 2009

Please scan the attached document (Modification 293), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Frietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.





**Department of Energy**

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 8, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 293**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification replaces Appendix B of Section J with a revised list of Key Personnel. The revised list reflects the acceptance of Jeffrey Nichols as Associate Laboratory Director, Computing and Computational Sciences.

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 293	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 952.215-70 KEY PERSONNEL (DEC 2000), P.L. 95-91, and Mutual Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the acceptance of Jeffrey Nichols as "Associate Laboratory Director, Computing and Computational Sciences".

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 10/07/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 293	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 952.215-70 KEY PERSONNEL (DEC 2000), P.L. 95-91, and Mutual Agreement

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


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the acceptance of Jeffrey Nichols as "Associate Laboratory Director, Computing and Computational Sciences".

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/16/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070  
Previous edition unusable

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

APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, "Key Personnel."

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	Thomas Zacharia
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Biological and Environmental Sciences	Martin Keller
7. Associate Laboratory Director, Energy and Engineering Sciences	Dana Christensen
8. Associate Laboratory Director, National Security	Vacant
9. Associate Laboratory Director, Computing and Computational Sciences	Jeffrey Nichols
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Joseph Herndon
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 29, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 294 - 297**

A fully executed copy of the subject contract modifications are enclosed for your retention. These modifications obligate normal month-end, including Work for Others (WFO), funding. At this time, all appropriated funding received from other agencies via WFO program must now be issued under separate contract modifications for proper tracking in the FPDS-NG system.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
294	See Block 16C	10SC000538		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 11)	
099114287		DE-AC05-00OR22725	10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$65,092,401.25

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,001,758,195.86. This represents an increase of \$65,092,401.25, from \$9,936,665,794.61 to \$10,001,758,195.86.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$1,479,593.56.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	10/29/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/294	2	2

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cumulative obligations of NAF since Modification 234 are \$29,471,723.05. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 295	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC000538	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$231,719.42

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

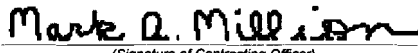
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,001,989,915.28. This represents an increase of \$231,719.42, from \$10,001,758,195.86 to \$10,001,989,915.28.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 10/29/2009



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 296	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC000538	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$495,873.79

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,002,485,789.07. This represents an increase of \$495,873.79, from \$10,001,989,915.28 to \$10,002,485,789.07.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 10/29/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 297	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC000538	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$47,160.19

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,002,532,949.26. This represents an increase of \$47,160.19, from \$10,002,485,789.07 to \$10,002,532,949.26.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 10/29/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 298	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC000939	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$350,205.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 11/09/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$350,205 to the contract for the project entitled “ARRA 48C Tax Credit Applications”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$350,205 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,002,532,949.26 to \$10,002,883,154.26.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 471999-20758-10B (Attachment 1)	ARRA 48C Tax Credit Applications
(Number from Block 8 of the Work Authorization)	

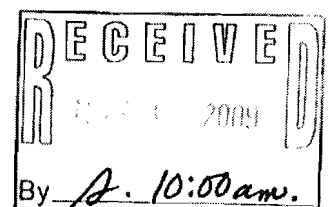
- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: ARRA 48C Tax Credits Applications		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Wendolyn Holland		Organization Code: EERE	Telephone No: (202) 586-3003
3. Headquarters Budget Point of Contact: Name: Thomas Heavey		Organization Code: EE-3B	Telephone No: (202) 586-4501
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
8. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: UT-Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michael Fritze Telephone No: <i>Tom King well, 10/28/09</i>	
8. Work Authorization Number: * -471999-20758-10B		9. Revision Number: 0	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB5100000-05794-100509B	\$0	\$350,205	\$350,205
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009	13. Expected Completion Date: 9/30/2010
14. Statement of Work: Carryover funding in the amount of \$350,205 is authorized for Program Direction. These funds are made available for Project #20758 - ARRA 48C Tax Credits Applications. These funds are to be distributed to Agreement # 20381-ORO ARRA 48C Tax Credits Application, CID #N/A for award to UT-Battelle/Oak Ridge National Laboratory. ** ARRA Project 2004040 ** Conduct both Independent Reviews and Merit Reviews for evaluating and selecting Applications in response to IRS Notice 2009-72 titled "Qualifying Advanced Energy Project Credit". Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The field AFP recipient of the funds is responsible for reporting all funding obligations and costs to the Program Management Center and headquarters. The field AFP recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): A. Avon Meacham, Director OPBA Signature: <i>A. Avon Meacham</i> Date: 10/27/09			
17. DOE Field Organization Official: Name (typed): Johnny O. Moore Signature: <i>M. J. Brantley for Tom</i> Date: 11/2/09			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen Signature: <i>D.C. Christensen</i> Date: 3, Nov 2009			
19. DOE Contracting Officer (or delegated representative) Name (typed): MARK A. MILLER Signature: <i>Mark A. Miller</i> Date: 10/29/09			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

FED 10-14105 AFP Oct



## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor (Oak Ridge National Laboratory) will conduct evaluations of applications for the ARRA Section 1302 "CREDIT FOR INVESTMENT IN ADVANCED ENERGY FACILITIES" promulgated in Internal Revenue Service Notice 2009-72 and submit review reports by no later than ~~November 8, 2009~~ *NOV. 15, 2009* *NEL, 10/28/09*

The evaluation includes reviewing, rating, scoring and writing comments on the strengths and weaknesses of each application reviewed. The contractor may travel to Washington DC to participate in consensus reviews either the week November 16-20 or November 30- December 4.

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

The outcome will be concise, factual, insightful, accurate statements on the merits and weaknesses of each application reviewed. The outcome of the consensus meetings will be better informed decision making by DOE senior management.

### **Section C: Contractor Recovery Act Deliverables**

The deliverable will be electronic files for each application reviewed using the DOE Golden Field Office (GFO) Merit Review Tool and templates provided. The files should be delivered to Jennifer Luna of the GFO Project and Commercialization Office. The deliverable of the consensus review will be a trip report detailing recommendations to DOE senior management.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT



# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: November 5, 2009 at 03:04:11 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	0.00	0.00	0.00	4,999,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										<b>6,360,407.53</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,360,407.53</b>
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	0.00	0.00	0.00	1,920,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										<b>1,920,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,920,000.00</b>
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	0.00	350,205.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	0.00	0.00	0.00	150,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										<b>150,291.32</b>	<b>0.00</b>	<b>350,205.00</b>	<b>350,205.00</b>	<b>500,496.32</b>
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	0.00	0.00	0.00	10,401,949.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	0.00	0.00	0.00	1,224,800.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	0.00	0.00	0.00	3,076,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										<b>19,194,044.59</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,194,044.59</b>
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	0.00	0.00	0.00	646,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										<b>2,150,509.94</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,150,509.94</b>
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										<b>2,477,283.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,477,283.34</b>
<b>Total for Fund Type: ZT</b>										<b>32,252,536.72</b>	<b>0.00</b>	<b>350,205.00</b>	<b>350,205.00</b>	<b>32,602,741.72</b>
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Program Parent/Control Point: WI1001000</b>										<b>16,789,712.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,789,712.89</b>
<b>Total for Fund Type: ZV</b>										<b>16,789,712.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,789,712.89</b>
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										<b>11,568,008.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,568,008.19</b>
<b>Total for Fund Type: ZW</b>										<b>11,568,008.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,568,008.19</b>
<b>Total for Recipient Code: OR</b>										<b>60,610,257.80</b>	<b>0.00</b>	<b>350,205.00</b>	<b>350,205.00</b>	<b>60,960,462.80</b>
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										<b>60,610,257.80</b>	<b>0.00</b>	<b>350,205.00</b>	<b>350,205.00</b>	<b>60,960,462.80</b>

Financial Plan Number: 1  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 02

## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Site: OR

Page 2 of 2  
Report: RFP0001

Report Generated on: November 5, 2009 at 03:04:11 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	350,205.00
Grand Total:	350,205.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 299	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001507	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR2725	10B. DATED (SEE ITEM 11) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$672,663,924.51

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,675,547,078.77. This represents an increase of \$672,663,924.51, from \$10,002,883,154.26 to \$10,675,547,078.77.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$3,305,211.61.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH S. WILSON
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/25/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/299	2	2

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cumulative obligations of NAF since Modification 234 are \$32,776,934.66. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 300	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001507	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 11) 10/18/1999		
CODE 099114287	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,027,024.59

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,678,574,103.36. This represents an increase of \$3,027,024.59, from \$10,675,547,078.77 to \$10,678,574,103.36.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH S. WILSON
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/25/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
301		See Block 16C	10SC001507	1 1
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 11) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$384,417.48

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,678,958,520.84. This represents an increase of \$384,417.48, from \$10,678,574,103.36 to \$10,678,958,520.84.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	JUDITH S. WILSON
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	11/25/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 302	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001507	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 11) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,621,067.97

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,680,579,588.81. This represents an increase of \$1,621,067.97, from \$10,678,958,520.84 to \$10,680,579,588.81.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH S. WILSON
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/25/2009



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

December 3, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 303**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$756,978 to the contract for Work Authorization No. FE/01029/41 entitled "Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work". The modification and attached work authorization reflects the finale agreement between the Department of Energy and UT-Battelle on the costs and cost breakdown for the Non-Defense funded work supporting the IDIQ EM Contractors working at ORNL. A contract modification finalizing the parties agreed costs and cost breakdown for the Defense funded work supporting the IDIQ EM Contractors working at ORNL will be executed next week.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 303	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001696	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 11) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$756,978.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/03/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/303	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Recovery TAS::89 0335::TAS  See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$756,978 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,680,579,588.81 to \$10,681,336,566.81.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FE/01029/41 (Revision No. 1) (Attachment 1)  (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION



- Provide Utility Isolation for facilities to be demolished.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc., as required to support the IDIQ contractor in their efforts
  - Provide technical support during transition of facility 2026 from UT-B to the EM IDIQ contractor.

Specific IDIQ Work Supported by this authorization is as follows

1. Central Campus Legacy Material Removal Project – (\$762,366)
2. General Maintenance Facilities Demolition Project – (\$948,945)
3. Southeast Laboratory Complex Demolition Project – (\$948,346)
4. 2026 Complex Legacy Material Removal Project - (\$97,321)

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
 The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): J. T. Howell	Signature: <i>J. J. Howell</i>	Date: 11/10/09
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17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: <i>JOM</i>	Date: 11/13/09
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: <i>K. Beierschmitt</i>	Date: 11/17/09
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 11/16/09
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ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Non Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Non Defense contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

# ATTACHMENT 2

## FINANCIAL PLAN REPORT



Financial Plan Number: 1

Fiscal Year: 2010

Fiscal Month: 03

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: December 3, 2009 at 08:05:09 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		12,199,301.82	0.00	0.00	0.00	12,199,301.82
470002	05949	UQ	1111361	FE0115000	25400	0473063	2002230	0000000		494,620.82	0.00	262,366.00	262,366.00	756,986.82
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473064	2002230	0000000		411,816.33	0.00	448,945.00	448,945.00	860,761.33
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473065	2002230	0000000		432,984.13	0.00	448,346.00	448,346.00	881,330.13
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473066	2002230	0000000		491,721.82	0.00	-402,679.00	-402,679.00	89,042.82
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
<b>Total for Program Parent/Control Point: FE0115000</b>										<b>14,030,444.92</b>	<b>0.00</b>	<b>756,978.00</b>	<b>756,978.00</b>	<b>14,787,422.92</b>
<b>Total for Fund Type: UQ</b>										<b>14,030,444.92</b>	<b>0.00</b>	<b>756,978.00</b>	<b>756,978.00</b>	<b>14,787,422.92</b>
<b>Total for Recipient Code: OR</b>										<b>14,030,444.92</b>	<b>0.00</b>	<b>756,978.00</b>	<b>756,978.00</b>	<b>14,787,422.92</b>
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)</b>										<b>14,030,444.92</b>	<b>0.00</b>	<b>756,978.00</b>	<b>756,978.00</b>	<b>14,787,422.92</b>

Financial Plan Number: 1  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
Fiscal Month: 03

**Financial Plan Report - Detail**

Site: OR  
Page 2 of 2  
Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)**

Report Generated on: December 3, 2009 at 08:05:09 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	756,978.00
Grand Total:	756,978.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

December 9, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 304**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification de-obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$5,848,680 from the contract for Work Authorization No. FD/04029/41 entitled "Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work". The modification and attached work authorization reflects the finale agreement between the Department of Energy and UT-Battelle on the costs and cost breakdown for the Defense funded work supporting the IDIQ EM Contractors working at ORNL.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 304	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001724	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$5,848,680.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 12/08/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/304	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Recovery TAS::89 0253::TAS  See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,848,680 from the contract for the project entitled “Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$5,848,680 are hereby de-obligated from the contract under the Work Authorization identified in Section C below. The total amount of funds obligated under this contract since its inception is decreased from \$10,681,336,566.81 to \$10,675,487,886.81.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FD/04029/41 (Revision No. 2) (Attachment 1) (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work

- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION





- Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
- Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
- Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
- Coordinate Environmental Compliance Activities involving Site-wide issues.
- Coordinate site space usage.
- Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

Specific IDIQ Work Supported by this authorization is as follows

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells) – (\$1,444,759)
2. ORNL Small Facilities Completion Demolition – ~~(\$1,791,816)~~ (\$1,790,316) *PMR*
3. Core hole 8 Remediation – (\$393,104)
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) – (\$393,104)
5. Bethel Valley Groundwater Early Actions (Pump and Treat) – (\$393,104)
6. Melton Valley Sentinel Wells – ~~(\$0)~~ (\$1,500) *PMR*
7. Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation) – (\$1,444,759)

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): J. T. Howell	Signature: <i>J. J. Howell</i>	Date: 11/10/09
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17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: <i>J. O. Moore</i>	Date: 11/06/09
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: <i>K. Beierschmitt</i>	Date: 11/17/09
--	--------------------------------------	-------------------

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 11/16/09
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*MM*  
11/17/09

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Defense funded contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 1  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 03

# Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: December 3, 2009 at 03:47:19 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		130,026.91	0.00	0.00	0.00	130,026.91
<b>Total for Program Parent/Control Point: EW1000000</b>										130,026.91	0.00	0.00	0.00	130,026.91
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		99,436.73	0.00	-98,500.00	-98,500.00	936.73
<i>AY 2009 - Per work authorization dated 11/16/09 (Revised December 3, 2009)</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		9,678,042.24	0.00	0.00	0.00	9,678,042.24
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		820,804.22	0.00	616,041.00	616,041.00	1,436,845.22
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		824,216.42	0.00	921,555.00	921,555.00	1,745,771.42
<i>AY 2009 - Per work authorization dated 11/16/09 (revised December 3, 2009)</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		376,157.77	0.00	10,967.00	10,967.00	387,124.77
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		8,314,307.18	0.00	-7,925,751.00	-7,925,751.00	388,556.18
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		377,619.40	0.00	10,967.00	10,967.00	388,586.40
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		819,843.87	0.00	616,041.00	616,041.00	1,435,884.87
<i>AY 2009 - Per work authorization dated 11/16/09</i>														
<b>Total for Program Parent/Control Point: FD0412000</b>										21,310,427.83	0.00	-5,848,680.00	-5,848,680.00	15,461,747.83
<b>Total for Fund Type: EZ</b>										21,440,454.74	0.00	-5,848,680.00	-5,848,680.00	15,591,774.74
<b>Total for Recipient Code: OR</b>										21,440,454.74	0.00	-5,848,680.00	-5,848,680.00	15,591,774.74
<b>Total for Reporting Entity: 470002</b>										21,440,454.74	0.00	-5,848,680.00	-5,848,680.00	15,591,774.74
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										21,440,454.74	0.00	-5,848,680.00	-5,848,680.00	15,591,774.74

Financial Plan Number: 1  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 03

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: December 3, 2009 at 03:47:19 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-5,848,680.00
Grand Total:	-5,848,680.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

December 9, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 305 - 307**

A fully executed copy of the subject contract modifications are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated, including Work for Others (WFO), funding. At this time, all appropriated funding received from other agencies via WFO program must now be issued under separate contract modifications for proper tracking in the FPDS-NG system.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 305	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001738	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$25,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,675,512,886.81. This represents an increase of \$25,000, from \$10,675,487,886.81 to \$10,675,512,886.81.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/09/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 306	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001738	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$48,543.69

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N

Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,675,561,430.50. This represents an increase of \$48,543.69, from \$10,675,512,886.81 to \$10,675,561,430.50.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 12/09/2009



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 307	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001738	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$54,125,889.05

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,729,687,319.55. This represents an increase of \$54,125,889.05, from \$10,675,561,430.50 to \$10,729,687,319.55.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$312,701.33. Cumulative obligations of NAF since Modification 234 are \$33,089,635.99.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 12/09/2009



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

December 15, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 308**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$200,000 to the contract for an Office of Energy Efficiency and Renewable Energy project entitled "Federal Laboratory Support for Recovery Act Transactions ARRA FY09".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 308	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC001893	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$200,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/14/2009

NSN 7540-01-152-8070  
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/308

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Recovery TAS::89 0331::TAS  See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$200,000 to the Work Authorization for the project entitled “Federal Laboratory Support for Recovery Act Transactions ARRA FY09”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$200,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,729,687,319.55 to \$10,729,887,319.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 470002-20476-10 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Federal Laboratory Support for Recovery Act Transactions ARRA FY09

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Federal Laboratory Support for Recovery Act Transactions ARRA FY09		1b. Work Proposal Number (if applicable): FWP# 999999999	
2. Headquarters Program Point of Contact: Name: Thomas Heavey      Organization Code: EE-3B      Telephone No: (202) 586-4501			
3. Headquarters Budget Point of Contact: Name: Thomas Heavey      Organization Code: EE-3B      Telephone No: (202) 586-4501			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin      Telephone No: (885) 574- 8886	
8. Work Authorization Number: * -47002-20476-10		9. Revision Number: 0	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB5100000-05794- 1005098	SO	<del>\$100,000</del> \$200,000 NCL, 12/2/09	<del>\$100,000</del> \$200,000 NCL, 12/2/09
11. Performance period covered by funds: From: 10/1/2009 To: 8/30/2010		12. Work Start Date: 10/1/2009	13. Expected Completion Date: 9/30/2010
14. Statement of Work: Carryover funding in the amount of \$200,000 is authorized for Program Direction. These funds are made available for Project #20476 - Federal Laboratory Support for Recovery Act Transactions ARRA FY09. These funds are to be distributed to Agreement # 19096-ORNL Support for ARRA Transactions. ***ARRA Project Code 2004040** Funds project management and technical staff assistance for the EECBG Program. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): A. Avon Meacham, Director OPBA		Signature: <i>A. Avon Meacham</i>	Date: 11/24/09
17. DOE Field Organization Official:			
Name (typed): <i>Johnny E. Moore</i>		Signature: <i>M. Y. Brister</i>	Date: 12/3/09
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen		Signature: <i>Dana Christensen</i>	Date: 4 Dec 2009
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION		Signature: <i>Mark A. Million</i>	Date: 12/2/09
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**The contractor shall review and evaluate EECBG grants in accordance with the schedule and milestones established by the ORO EECBG program team.**

**Milestones: Provide technical assistance and application review for block grant applications as requested.**

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

**The contractor will become proficient, knowledgeable, and subject matter experts in EECBG grant reviews and evaluations. All reviews and evaluations will be conducted and completed in accordance with the procedures, milestones, and schedule specified by the ORO EECBG program team. The contractor will be assessed on the quality and completeness of EECBG grant reviews and evaluations. This will include the ability to successfully articulate and apply the goals and objectives of EECBG in conducting reviews and evaluations.**

### **Section C: Contractor Recovery Act Deliverables**

- **Review and evaluate EECBG materials in support of the ORO EECBG program team and established procedures, milestones, and schedule.**
- **Participate in EECBG implementation as subject matter experts as required.**



## ATTACHMENT 2

### FINANCIAL PLAN REPORT

Financial Plan Number: 2  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
 Fiscal Month: 03

# Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: December 11, 2009 at 11:11:57 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	0.00	0.00	0.00	4,999,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	0.00	0.00	0.00	6,360,407.53
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	0.00	0.00	0.00	1,920,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	0.00	0.00	0.00	1,920,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	0.00	200,000.00	200,000.00	350,291.32
<i>AY 2009 - Work Authorization Number: 470002-20476-10; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	350,205.00	200,000.00	550,205.00	700,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	0.00	0.00	0.00	10,401,949.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	0.00	0.00	0.00	1,224,800.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	0.00	0.00	0.00	3,076,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	0.00	0.00	0.00	19,194,044.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	0.00	0.00	0.00	646,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	0.00	0.00	0.00	2,150,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	350,205.00	200,000.00	550,205.00	32,802,741.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Recipient Code: OR</b>										60,610,257.80	350,205.00	200,000.00	550,205.00	61,160,462.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	350,205.00	200,000.00	550,205.00	61,160,462.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	350,205.00	200,000.00	550,205.00	61,160,462.80

Financial Plan Number: 2  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 03

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Site: OR  
Page 2 of 2  
Report: RFP0001  
Report Generated on: December 11, 2009 at 11:11:57 AM

<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	200,000.00
Grand Total:	200,000.00
Total Non-Appropriated Funds:	0.00



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

January 6, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 309**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$210,000 to the contract for grants with the National Institute of Health (NIH). These NIH grant projects are entitled "General Medical Sciences: Accurate Mass Analysis of Singly-Charged Intact Proteins" and "Human Genome Research: DNA Transport and Sequencing through a Quadrupole Gate".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   2	
2. AMENDMENT/MODIFICATION NO. 309		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10SC002106	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00518		7. ADMINISTERED BY (If other than item 6) CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725			
		10B. DATED (SEE ITEM 13) 10/18/1999			
CODE 099114287		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$210,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N  
Recovery TAS::89 0222::TAS

See Page 3.  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mary L. Crow	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	12/29/2009

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/309

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$210,000 to the Work Authorization for the projects entered into under the National Institutes of Health (NIH) grants included as Attachment 1 to this modification.

B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$210,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,729,887,319.55 to \$10,730,097,319.55.

C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
None; NIH Grant Number R01GM088501	General Medical Sciences: Accurate Mass Analysis of Singly-Charged Intact Proteins
NIH Grant Number R21HG004764	Human Genome Research: DNA transport and sequencing through a quadrupole gate

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

F. All other terms and conditions remain unchanged.

**ATTACHMENT 1**

**WORK AUTHORIZATION**





**RESEARCH**  
Department of Health and Human Services  
National Institutes of Health  
NATIONAL INSTITUTE OF GENERAL MEDICAL SCIENCES

Notice of Award

Issue Date: 08/31/2009



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

**Grant Number:** 1R01GM088501-01

**Principal Investigator(s):**  
Peter T. A. Reilly, PHD

**Project Title:** Accurate Mass Analysis of Singly-Charged Intact Proteins

Dr. Thiagarajan, Kristina D, P  
NIH Program Manager  
P.O. Box 2008  
Oak Ridge, TN 37831

**Award e-mailed to:** kellerm@ornl.gov

**Budget Period:** 09/01/2009 – 08/31/2010

**Project Period:** 09/01/2009 – 08/31/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$399,336 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UT-BATTELLE, LLC-OAK RIDGE NATIONAL LAB in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R01GM088501 from the National Institute Of General Medical Sciences. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of General Medical Sciences or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform investigators of the conflict of interest policy and of the investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/col/index.htm> provides additional information.



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**SECTION I – AWARD DATA – 1R01GM088501-01****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$56,554
Fringe Benefits	\$23,752
Supplies	\$80,000
Other Costs	\$85,000

Federal Direct Costs	\$245,306
Federal F&A Costs	\$154,030
Approved Budget	\$399,336
Federal Share	\$399,336
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$399,336</b>

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$399,336**

SUMMARY TOTALS FOR ALL YEARS			
YR	THIS AWARD		CUMULATIVE TOTALS
1		\$399,336	\$399,336
2		\$236,852	\$236,852

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

**Fiscal Information:**

CFDA Number: 93.701  
EIN: 1621788235A1  
Document Number: RGM088501Z  
Fiscal Year: 2009

	IC	CAN	2009	2010
GM		8484906	\$399,336	\$236,852

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

**NIH Administrative Data:**

PCC: C312CE / OC: 414A / Processed: MELVINEC 08/27/2009

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01GM088501-01**

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

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**SECTION III – TERMS AND CONDITIONS – 1R01GM088501-01**

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

**ARRA TERM OF AWARD:** This award is subject to the HHS-Approved Standard Terms and Conditions for the American Recovery and Reinvestment Act of 2009. Approved text for NIH

awards can be found at [http://grants.nih.gov/grants/policy/NIH\\_HHS\\_ARRA\\_Award\\_Terms.pdf](http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf). Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2.

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

**Treatment of Program Income:  
Additional Costs**

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**SECTION IV – GM Special Terms and Conditions – 1R01GM088501-01**

1. The budget, time and scope of this project have been adjusted as agreed to by the principal investigator and the grantee institution in their letter of May 29, 2009. In the future, to ensure initial review group understanding of the modified scope of the funded project, a copy of this Notice of Award should be included in the next competing renewal application. Review staff will provide appropriate instructions and orientation to the reviewers.

2. This award is issued in accordance with the Memorandum of Understanding between DOE and NIH, effective June 18, 1998 and as such is governed by the cost principles in DOE Acquisition Regulations (section 970.31). No funds have been provided for Laboratory Directed Research and Development (LDRD) costs or Federal Administrative Charges; however, LDRD costs may be recovered within the total cost award.

**SECTION V - NIGMS CONTACTS**

The NIGMS WWW home page is at <http://www.nigms.nih.gov>

**STAFF CONTACTS**

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

**Grants Management Specialist: Mary Christensen**  
Email: [chrismar@mail.nih.gov](mailto:chrismar@mail.nih.gov) Phone: 301.594.5510

**Program Official: Charles G. Edmonds**  
Email: [edmondsc@nigms.nih.gov](mailto:edmondsc@nigms.nih.gov) Phone: (301) 594-0828 Fax: (301) 480-2004

**SPREADSHEET SUMMARY**  
**GRANT NUMBER: 1R01GM088501-01**

**INSTITUTION: UT-BATTELLE, LLC-OAK RIDGE NATIONAL LAB**

<i>Budget</i>	<i>Year 1</i>	<i>Year 2</i>
Salaries and Wages	\$56,554	\$23,392
Fringe Benefits	\$23,752	\$9,824
Supplies	\$80,000	\$30,000
Other Costs	\$85,000	\$88,400
<b>TOTAL FEDERAL DC</b>	<b>\$245,306</b>	<b>\$151,616</b>
<b>TOTAL FEDERAL F&amp;A</b>	<b>\$154,030</b>	<b>\$85,236</b>
<b>TOTAL COST</b>	<b>\$399,336</b>	<b>\$236,852</b>



**EXPLORATORY/DEVELOPMENT GRANT**  
Department of Health and Human Services  
National Institutes of Health  
**NATIONAL HUMAN GENOME RESEARCH INSTITUTE**

Notice of Award

Issue Date: 09/30/2009



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 3R21HG004764-02S1

Principal Investigator(s):  
Predrag S. Krstic, PHD

Project Title: DNA transport and sequencing through a quadrupole gate

Dr. Thiagarajan, Kristina D.,  
UT-Battelle, LLC-Oak Ridge National Lab  
P. O. Box 2008  
Oak Ridge, TN 378312008

Award e-mailed to: [kellerm@oml.gov](mailto:kellerm@oml.gov)

Budget Period: 09/30/2009 – 08/31/2011  
Project Period: 09/30/2009 – 08/31/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$278,725 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UT-BATTELLE, LLC-OAK RIDGE NATIONAL LAB in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R21HG004764 from the National Human Genome Research Institute. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Human Genome Research Institute or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform investigators of the conflict of interest policy and of the investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/col/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Cheryl Chick  
Grants Management Officer  
NATIONAL HUMAN GENOME RESEARCH INSTITUTE

Additional information follows

**SECTION I – AWARD DATA – 3R21HG004764-02S1**

**Award Calculation (U.S. Dollars)**

Federal Direct Costs	\$255,076
Federal F&A Costs	\$23,649
Approved Budget	\$278,725
Federal Share	\$278,725
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$278,725</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$278,725</b>

**Fiscal Information:**

CFDA Number: 93.701  
EIN: 1621788235A1  
Document Number: RHG004764Z  
Fiscal Year: 2009

	IC	CAN	2009
HG		8485103	\$278,725

**NIH Administrative Data:**

PCC: X7JS / OC: 414C / Processed: CHICKC.09/29/2009

**SECTION II – PAYMENT/HOTLINE INFORMATION – 3R21HG004764-02S1**

For payment and HHS Office of Inspector General Hotline Information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

**SECTION III – TERMS AND CONDITIONS – 3R21HG004764-02S1**

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

**ARRA TERM OF AWARD:** This award provides additional funding for 5R21HG004764-02. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

[http://grants.nih.gov/grants/policy/NIH\\_HHS\\_ARRA\\_Award\\_Terms.pdf](http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf). Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part8.htm#\\_Toc54600151](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part8.htm#_Toc54600151).

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice [NOT-OD-07-078](#) for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: [deascentralized@od.nih.gov](mailto:deascentralized@od.nih.gov)

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS  
Central Closeout Center  
6705 Rockledge Drive, Room 2207  
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)  
Bethesda, MD 20817 (for other courier/express mail delivery only)

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part5.htm#\\_Toc54600090](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600090)).
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.



Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly to the assigned Grants Management Specialist.

**Treatment of Program Income:  
Additional Costs**

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**SECTION IV – HG Special Terms and Conditions – 3R21HG004764-02S1**

1. **RESTRICTION:** Facilities and Administrative (F&A) costs were awarded in accordance with the grantee's rate calculation chart submitted to NHGRI via email on 5/11/09. These costs (\$23,649) are restricted pending receipt of a revised F&A calculation based on the awarded funding.
2. **RESTRICTION:** Salary support for Dr. Krstic awarded in the amount of \$3,053 direct cost + the associated facilities and administrative costs, is restricted pending the receipt of his updated other support.
3. This supplemental award is issued in response to Notice OD-09-056, ARRA Administrative Supplements. Funds provided under this award are restricted solely for the purpose requested in the grantee's application dated 04/29/2009, and may not be used for any other purpose.
4. The PI and/or grantee is responsible for informing NHGRI within 30 days if s/he receives funding from any other IC that overlaps with this award (budgetary, scientific, over commitment).
5. Recipients of ARRA funds are reminded that such funds must be separately tracked and monitored independently of any non-ARRA funding.
6. This award is issued in accordance with the Memorandum of Understanding between DOE and NIH, effective June 18, 1998 and as such is governed by the cost principles in DOE Acquisition Regulations (section 970.31). No funds have been provided for Laboratory Directed Research and Development (LDRD) costs or Federal Administrative Charges; however, LDRD costs may be recovered within the total cost award.
7. This award includes funds awarded for consortium activity with Yale University in the amount of \$103,881 (\$62,768 direct costs + \$41,113 facilities and administrative costs). Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH GPS is available at:  
[http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part12.htm](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm) - \_Toc54600251

**STAFF CONTACTS**

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

**Grants Management Specialist:** Zephaun Harvey  
Email: harveyz@mail.nih.gov Phone: 301 435-7859 Fax: 301-451-5434

**Program Official:** Jeffery Schloss  
Email: schlossj@mail.nih.gov Phone: 301-496-7531 Fax: 301-480-2770

**SPREADSHEET SUMMARY**  
**GRANT NUMBER:** 3R21HG004764-02S1

**INSTITUTION:** UT-BATTELLE, LLC-OAK RIDGE NATIONAL LAB

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 1  
 Fiscal Year: 2010  
 Contract Modification Number: \*\* No MOD \*\*  
 Fiscal Month: 03  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Page 1 of 2  
 Site: OR  
 Report: RFP0001  
 Report Generated on: December 23, 2009 at 02:18:51 PM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	0.00	160,000.00	160,000.00	160,000.00
AY 2010 - NIH - Grant # 1R01GM088501-01; TAS - 75900852														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	0.00	50,000.00	50,000.00	50,000.00
AY 2010 - NIH - Grant # 3R21HG004764-02S1; TAS 7590906														
Total for Program Parent/Control Point: 600000000										0.00	0.00	210,000.00	210,000.00	210,000.00
Total for Fund Type: 2D										0.00	0.00	210,000.00	210,000.00	210,000.00
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
Total for Program Parent/Control Point: 400000000										73,309,371.42	0.00	0.00	0.00	73,309,371.42
Total for Fund Type: 3D										73,309,371.42	0.00	0.00	0.00	73,309,371.42
Total for Recipient Code: OR										73,309,371.42	0.00	210,000.00	210,000.00	73,519,371.42
Total for Reporting Entity: 470002										73,309,371.42	0.00	210,000.00	210,000.00	73,519,371.42
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)										73,309,371.42	0.00	210,000.00	210,000.00	73,519,371.42

Financial Plan Number: 1  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 03

**Financial Plan Report - Detail**

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Site: OR

Page 2 of 2  
Report: RFP0001

Report Generated on: December 23, 2009 at 02:18:51 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	210,000.00
Grand Total:	210,000.00
Total Non-Appropriated Funds:	210,000.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

January 6, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 310 – 316 AND 318**

A fully executed copy of the subject contract modifications are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated, including Work for Others (WFO), funding. At this time, all appropriated funding received from other agencies via WFO program must now be issued under separate contract modifications for proper tracking in the FPDS-NG system.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
310		See Block 16C	10SC002111	1 1
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO.	
			DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13)	
			10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$107,544,059.53

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,837,641,379.08. This represents an increase of \$107,544,059.53, from \$10,730,097,319.55 to \$10,837,641,379.08.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$19,848,719.94. Cumulative obligations of NAF since Modification 234 are \$52,625,654.60.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mary L. Crow	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mary L. Crow (Signature of Contracting Officer)	12/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 311	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002111	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$96,802.89

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,837,738,181.97. This represents an increase of \$96,802.89, from \$10,837,641,379.08 to \$10,837,738,181.97.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 312	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002111	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,013,827.03

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,838,752,009.00. This represents an increase of \$1,013,827.03, from \$10,837,738,181.97 to \$10,838,752,009.00.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mary L. Crow (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2009



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 313	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002111	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$48,543.69

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,838,800,552.69. This represents an increase of \$48,543.69, from \$10,838,752,009.00 to \$10,838,800,552.69.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 314	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002111	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$441,304.74

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,839,241,857.43. This represents an increase of \$441,304.74, from \$10,838,800,552.69 to \$10,839,241,857.43.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 12/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 315	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002111	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,443,789.77

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,840,685,647.20. This represents an increase of \$1,443,789.77, from \$10,839,241,857.43 to \$10,840,685,647.20.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 316	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002111	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$591,251.14

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,841,276,898.34. This represents an increase of \$591,251.14, from \$10,840,685,647.20 to \$10,841,276,898.34.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mary L. Crow (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 318		4. REQUISITION/PURCHASE REQ. NO. 10SC002166	1   1
3. EFFECTIVE DATE See Block 16C	6. ISSUED BY CODE 00518	7. ADMINISTERED BY (If other than Item 6) CODE 00518	5. PROJECT NO. (If applicable)
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		9B. DATED (SEE ITEM 11)	
FACILITY CODE		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
The purpose of this modification is to make changes to accounting data based on Financial Plan Number 8, which is transmitted under separate cover. There is no net change to obligations; cumulative obligations remain \$10,841,275,920.17.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mary L. Crow
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	12/30/2009



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

January 19, 2009

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725: MODIFICATION NO. 319**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification incorporates the following changes to the contract: 1) amend clause H.15, Contractor Assurance System, to include standardized language consistent with other Office of Science laboratory contracts; and 2) revise Appendix E of the contract by incorporating Requirement Change Notice No. OR-39.

If you have any questions regarding this modification, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 319	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000), P.L. 95-91, and Mutual Agreement

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

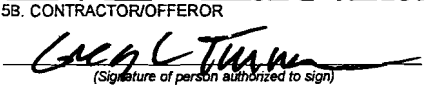

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

See Page 2..

Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1-15-10
15D. UNITED STATES OF AMERICA	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 01/27/2010 NAM

The purpose of this modification is to incorporate the following changes to the contract: 1) amend clause H.15, Contractor Assurance System, to include standardized language consistent with other Office of Science laboratory contracts; and 2) revise Appendix E of the contract by incorporating Requirement Change Notice No. OR-39.

All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

- 1) Clause H-15, Contractor Assurance System, is deleted in its entirety and replaced with the following:

**“H-15. Contractor Assurance System (DEC 2009)**

- (a) The Contractor shall develop a contractor assurance system that is executed by the Contractor’s Board of Directors (or equivalent corporate oversight entity) and implemented throughout the Contractor’s organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
  - (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
  - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
  - (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
  - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor’s work process and to carry out independent risk and vulnerability studies.
  - (5) Identification and correction of negative performance/compliance trends before they become significant issues.
  - (6) Integration of the assurance system with other management systems including Integrated Safety Management.
  - (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Assure development of metrics and targets that result in efficient and cost effective performance.
  - (8) Continuous feedback and performance improvement.
  - (9) An implementation plan (if needed) that considers and mitigates risks.



- (10) Timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.

The initial contractor assurance system description shall be approved by the Contracting Officer.

- (b) The Government may revise its level and/or mix of oversight of this contract when the Contracting Officer determines that the assurance system is or is not operating effectively.”
- 2) Appendix E of the contract is revised to incorporate the updated Requirement Change Notice No. OR-39, attached hereto. Requirement Change Notice OR-39 covers the period of September 1, 2009 through November 30, 2009.

DOE Form  
(04/1991)

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

RCN No. OR-39

Page 1 of 8

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I-112, Laws,  
Regulations, and DOE Directives (DEC  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2005

This Requirements Change Notice (RCN) No. OR-39 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets. ES&H-related directives in WSS sets and S/RIDs have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE O 410.2  
DOE M 205.1-6, Adm. Chg. 1

DOE M 470.4-2A  
DOE M 205.1-7, Adm. Chg. 1

DOE M 205.1-5, Adm. Chg. 1  
DOE M 205.1-8, Adm. Chg. 1

**DELETIONS:**

DOE 5660.1B  
DOE M 205.1-8  
DOE N 205.10

DOE M 205.1-5  
DOE N 205.3

DOE M 205.1-6  
DOE N 205.8

DOE M 205.1-7  
DOE N 205.9

**EXTENSIONS:**

**UPDATES:**

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 150.1, Implementation Plan, approved  
DOE M 470.4-1, Change 1, Implementation Plan, closed  
DOE O 206.1, Implementation Plan, approved  
DOE N 205.11, Implementation Plan, closed  
DOE O 205.1A, Implementation Plan, closed  
DOE O 420.1B, Attachment 2, Chapter IV, Implementation Plan, closed  
DOE O 420.1B, Attachment 2, Chapter V, Implementation Plan, closed  
DOE M 470.4-2A, Implementation Plan, to be submitted

**ADMINISTRATIVE CORRECTION:**

DOE AUTHORIZING SIGNATURE:

*M. S. Branton*  
for Johnny O. Moore, Contracting Officer's Representative

DATE:

12/14/09

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
Compliance Line: Implementation Plan, Revision 1, approved by DOE 10/03/2008.				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 140.1-1B	03/30/2001	Interface with the Defense Nuclear Facilities Safety Board		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
<b>Compliance Line: Implementation Plan approved by DOE on 09/02/2009.</b>				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in S/RID. See Footnote (2).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 153.2	08/11/2003	Connectivity to National Atmospheric Release Advisory Center (NARAC)		ES&H-related Directive included in S/RID. See Footnote (2).
DOE M 200.1-1, Chapter 9	02/15/2000	Public Key Cryptography and Key Management		
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE N 203.1	10/02/2000	Software Quality Assurance		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
<b>DOE M 205.1-5, Administrative Change 1</b>	<b>09/01/2009</b>	<b>Cyber Security Process Requirements Manual</b>		
Compliance Line: Implementation Plan approved by DOE on 05/01/2009.				
<b>DOE M 205.1-6, Administrative Change 1</b>	<b>09/01/2009</b>	<b>Media Sanitization Manual</b>		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
<b>DOE M 205.1-7, Administrative Change 1</b>	<b>09/01/2009</b>	<b>Security Controls for Unclassified Information Systems Manual</b>		
<b>DOE M 205.1-8, Administrative Change 1</b>	<b>09/01/2009</b>	<b>Cyber Security Incident Management Manual</b>		
DOE N 205.10	02/19/2004	Cyber Security Requirements for Risk Management		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
DOE N 205.11	02/19/2004	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	Password Generation, Protection, and Use		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	Cyber Security Requirements for Wireless Devices and Information Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	Certification and Accreditation Process for Information Systems Including National Security Systems		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
<b>Compliance Line: Implementation Plan approved by DOE on 10/26/2009.</b>				
DOE N 206.4	06/29/2007	Personal Identity Verification		Expiration date extended to 06/29/2009 by DOE N 251.74.
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		ES&H-related Directive included in S/RID. See Footnote (2).
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (2). Expiration date extended to 2/27/2010 by DOE N 251.76.
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3)
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	1 05/08/1998	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
<b>DOE O 410.2</b>	<b>08/17/2009</b>	<b>Management of Nuclear Materials</b>		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan approved by DOE on 5/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 420.1B, Attachment 2, Chapter II	12/22/2005	Facility Safety		Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B. See Footnote (3).
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (2).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
DOE M 470.4-2	08/26/2005	Physical Protection	1 03/07/2006	
Compliance Line: Implementation Plan approved by DOE on 04/10/2007.				
<b>DOE M 470.4-2A</b>	<b>07/23/2009</b>	<b>Physical Protection</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE by 12/18/2009.</b>				
DOE M 470.4-4A	01/16/2009	Information Security Manual		
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		Expiration date extended to 07/07/2006 by DOE N 251.64.
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		

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Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE Technical Direction CIAC 628, 632	07/27/2006	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files		
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 2340.1C	06/08/1992	Coordination of General Accounting Office Activities		See Footnote (1).
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (2).
Compliance Line: Implementation Plan approved 06/12/2002 for Change 1.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (2).
DOE O 5560.1A	05/08/1985	Priorities and Allocations Program		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		



**Appendix E**  
**Baseline List of**  
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Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs) can be found at the following address: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	68 08/19/2009	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	9 06/26/2008	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	2 11/06/2003	
S/RID	11/05/1996	Emergency Management	11 12/31/2008	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets or is incorporated in the Standards/Requirements Identification Document (S/RID). In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (3) This is an Administrative Directive (with implementation assumptions) added to the Appendix E Baseline List B; These implementation assumptions are located at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

To: Legacy Critique

From: Mark A. Million

Date: January 12, 2010

Please scan the attached document (Modification 320), file in Sonar, and provide electronic copies to the following personnel:

Powell, Brenda G.; Shamblin, Diana Faye; Williams, Rhonda J.; Moore, Johnny O; Carter, Lisa B; Philipp, George J; Branton, M G; Kass, M J; Davis, Carolyn Marie; Lowery, Mary K.; Albaugh, Wayne H; Crow, Mary Lou; Fietze, Michael J; Mann, Deborah U; Solmonson, Debra Kay; [jonescr@oro.doe.gov](mailto:jonescr@oro.doe.gov); [Wilsonjn@oro.doe.gov](mailto:Wilsonjn@oro.doe.gov); [Johnsonmd@oro.doe.gov](mailto:Johnsonmd@oro.doe.gov); and Million, Mark A.

If you have any questions, please call me at 576-4523.



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

January 12, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 320**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$1,400,000 to the contract for the project entitled "Smart Grid Investment Grant Program". The total amount of funds obligated under this contract since its inception is increased by \$1,400,000 from \$10,841,275,920.17 to \$10,842,675,920.17.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 320	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002294	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,400,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	01/12/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/320	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Recovery TAS::89 0328::TAS  See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$1,400,000 to the contract for the project entitled “Smart Grid Investment Grant Program (EISA 1306)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$1,400,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,841,275,920.17 to \$10,842,675,920.17.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization(s):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. TD-470002-20389-10 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Smart Grid Investment Grant Program (EISA 1306)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a Solicitation/Project Title: <b>ARRA → WCL, 12/1/09</b>		1b Work Proposal Number (if applicable): AQP# 999	
2. Headquarters Program Point of Contact: Name: Joseph Paladino      Organization Code:      Telephone No. (202) 586-6916			
3 Headquarters Budget Point of Contact: Name: Monica Bradley      Organization Code: OE-1 1      Telephone No: (202) 586-5517			
4 Responsible Program Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6 Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b Contractor Point of Contact: Name: Russ Lee      Telephone No.	
8 Work Authorization Number * TD-470002-20389-10		9. Revision Number: 0	
10 Funds Authorized during FY 2010:			
<b>B&amp;R Code</b>	<b>Previous</b>	<b>Change</b>	<b>Current</b>
TD5011.00.0-05846-3123742	\$0	\$1,400,000	\$1,400,000
11 Performance period covered by funds: From 10/1/2009 To: 9/30/2010		12. Work Start Date: <del>12/30/1/2009</del> <b>WCL, 12/1/09</b>	13. Expected Completion Date 9/30/2010
14 Statement of Work: Carryover funding in the amount of \$1,400,000 is authorized for Smart Grid Investment Program. These funds are made available for Project #20389 - Smart Grid Investment Grant Program (EISA 1306). These funds are to be distributed to Agreement # 20117-ORNL Consumer Behavior Study and Cost/Benefit Analysis for Smart Grid Investment Grant Applications in accordance with AQP# 999. Oak Ridge personnel will work with prospective awardees of Smart Grid Investment Grant Applications to develop appropriate plans for metrics and benefits estimation. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE.			
15 Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Henry Kenchington, Deputy Assistant Secretary	Signature: <i>[Signature]</i>	Date: 12/3/09	
17 DOE Field Organization Official:			
Name (typed): <b>JOHNNY O. MOORE</b>	Signature: <i>[Signature]</i>	Date: 12/3/09	
18. Contractor's Authorized Representative:			
Name (typed): <b>Dana Christensen</b>	Signature: <i>[Signature]</i>	Date: 4 Dec 2009	
19 DOE Contracting Officer (or delegated representative)			
Name (typed): <b>MARK A. MILLION</b>	Signature: <i>[Signature]</i>	Date: 12/3/09	

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year

FED 10-10762 AFP Nov

NOV 8 2009



**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
For the Development of Information Requirements Needed to Track Metrics and Estimate  
Benefits for Smart Grid investment Grants**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

The contractor shall work with OE Project Management Teams (at DOE HQ) and with selected recipients of grants provided via the Smart Grid Investment Grant (SGIG) program to develop plans that define the effort necessary to track and report on metrics and benefits. To undertake this effort, the contractor will provide the support needed for the development of a customized template and plan that outlines the information requirements for each of the selected recipients. The contractor shall oversee a team to perform this effort, which is expected to take place through the negotiation and awarding of the grants (beginning on November 30, 2009) and should be completed once final plans are approved (which could occur within 60 days after the awarding of each grant). The support effort should be completed by April 1, 2010. However, additional time might be required to award grants, as well as to ensure quality and consistency of reporting among projects.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

The contractor will support OE in the development of requirements for reporting metrics and estimating the benefits of SGIG projects to determine the impact of ARRA funds. The impact of the ARRA funds will be measured by the number and type of jobs created, the extent to which smart grid functionality is advanced, and other outcomes related to improvements in grid system economics, efficiency, reliability and in providing environmental benefits.

**Section C: Contractor Recovery Act Deliverables**

- A customized set of recommendations for reporting metrics and estimating benefits for each prospective awardee.
- Scheduled meetings with prospective awardees and grant recipients to ensure consistency and to advise on approaches for gathering data, tracking metrics and estimating benefits.
- Reviews of plans provided by grant recipients leading to their approval by DOE.

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

Financial Plan Number: 1  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
 Fiscal Month: 04

## Financial Plan Report - Detail

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)**

Report Generated on: January 8, 2010 at 09:06:36 AM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05846	BW	3123742	TD5011000	25400	0000000	2006000	0000000		1,329,691.47	0.00	1,400,000.00	1,400,000.00	2,729,691.47
<i>AY 2009 - Work Authorization Number TD-470002-20389-10 \$1,400,000; Appropriation Symbol: 8909/100328</i>														
Total for Program Parent/Control Point: TD5011000										1,329,691.47	0.00	1,400,000.00	1,400,000.00	2,729,691.47
Total for Fund Type: BW										1,329,691.47	0.00	1,400,000.00	1,400,000.00	2,729,691.47
Total for Recipient Code: OR										1,329,691.47	0.00	1,400,000.00	1,400,000.00	2,729,691.47
Total for Reporting Entity: 470002										1,329,691.47	0.00	1,400,000.00	1,400,000.00	2,729,691.47
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)										1,329,691.47	0.00	1,400,000.00	1,400,000.00	2,729,691.47

Financial Plan Number: 1  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 04

**Financial Plan Report - Detail**

Site: OR  
Page 2 of 2  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)**

Report Generated on: January 8, 2010 at 09:06:36 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	1,400,000.00
Grand Total:	1,400,000.00
Total Non-Appropriated Funds:	0.00

---



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

January 29, 2010

Mr. Michael J. Frieze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Frieze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 321 – 327**

A fully executed copy of the subject contract modifications are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated, including Work for Others (WFO), funding. At this time, all appropriated funding received from other agencies via WFO program must now be issued under separate contract modifications for proper tracking in the FPDS-NG system.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1   1	
<b>2 AMENDMENT/MODIFICATION NO</b>		<b>3 EFFECTIVE DATE</b>		<b>4 REQUISITION/PURCHASE REQ. NO</b>	
321		See Block 16C		10SC002591	
<b>6 ISSUED BY</b>		<b>7 ADMINISTERED BY (If other than Item 6)</b>		<b>5 PROJECT NO. (If applicable)</b>	
CODE 00518		CODE 00518			
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>				<b>9A AMENDMENT OF SOLICITATION NO</b>	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				(x)	
				<b>9B DATED (SEE ITEM 11)</b>	
				x	
				<b>10A MODIFICATION OF CONTRACT/ORDER NO</b>	
				DE-AC05-00OR22725	
				<b>10B DATED (SEE ITEM 13)</b>	
				10/18/1999	
<b>CODE</b> 099114287		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$55,724,437.81

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b>
X	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,898,400,357.98. This represents an increase of \$55,724,437.81, from \$10,842,675,920.17 to \$10,898,400,357.98.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$5,727,166.49. Cumulative obligations of NAF since Modification 234 are \$558,352,821.09.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mark A. Million	
<b>15B CONTRACTOR/OFFEROR</b>		<b>15C DATE SIGNED</b>	
(Signature of person authorized to sign)			
		<b>16B UNITED STATES OF AMERICA</b>	
		Mark A. Million	
		<b>16C. DATE SIGNED</b>	
		01/27/2010	
		(Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO</b> 322	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> 10SC002591	<b>5. PROJECT NO. (if applicable)</b>
<b>6. ISSUED BY</b> Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	<b>CODE</b> 00518	<b>7. ADMINISTERED BY (if other than Item 6)</b> Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	<b>CODE</b> 00518
<b>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b> UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		<b>9A. AMENDMENT OF SOLICITATION NO</b> (x)	<b>9B. DATED (SEE ITEM 11)</b>
<b>CODE</b> 099114287	<b>FACILITY CODE</b>	<b>X 10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	<b>10B. DATED (SEE ITEM 13)</b> 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)** Net Increase: \$48,000.00

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D. OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS, P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,898,448,357.98. This represents an increase of \$48,000.00, from \$10,898,400,357.98 to \$10,898,448,357.98.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b> <i>Mark A. Million</i> (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> 01/27/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b>	
			1	1
<b>2 AMENDMENT/MODIFICATION NO.</b>	<b>3 EFFECTIVE DATE</b>	<b>4 REQUISITION/PURCHASE REQ NO</b>	<b>5 PROJECT NO. (If applicable)</b>	
323	See Block 16C	10SC002591		
<b>6 ISSUED BY</b>	<b>7 ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>	<b>00518</b>	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A AMENDMENT OF SOLICITATION NO.</b>		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		
		<b>9B DATED (SEE ITEM 11)</b>		
		<b>10A MODIFICATION OF CONTRACT/ORDER NO</b>		
		DE-AC05-00OR22725		
		<b>10B DATED (SEE ITEM 13)</b>		
		10/18/1999		
<b>CODE</b>	<b>FACILITY CODE</b>			
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$1,156,569.59

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,899,604,927.57. This represents an increase of \$1,156,569.59, from \$10,898,448,357.98 to \$10,899,604,927.57.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mary L. Crow	
<b>15B CONTRACTOR/OFFEROR</b>	<b>15C DATE SIGNED</b>	<b>16B UNITED STATES OF AMERICA</b>	<b>16C DATE SIGNED</b>
		<i>Mary Lee Crow</i>	01/27/2010
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b>	
			1	1
<b>2 AMENDMENT/MODIFICATION NO.</b>	<b>3 EFFECTIVE DATE</b>	<b>4 REQUISITION/PURCHASE REQ. NO.</b>	<b>5 PROJECT NO (If applicable)</b>	
325	See Block 16C	10SC002591		
<b>6 ISSUED BY</b>	<b>CODE</b>	<b>7 ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>9A AMENDMENT OF SOLICITATION NO.</b>		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		
			<b>9B DATED (SEE ITEM 11)</b>	
		x	<b>10A MODIFICATION OF CONTRACT/ORDER NO</b> DE-AC05-00OR22725	
			<b>10B DATED (SEE ITEM 13)</b> 10/18/1999	
<b>CODE</b>	<b>FACILITY CODE</b>			
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
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**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$2,360,222.77

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
X	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,903,181,682.98. This represents an increase of \$2,360,222.77, from \$10,900,821,460.21 to \$10,903,181,682.98.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mary L. Crow	
<b>15B CONTRACTOR/OFFEROR</b>	<b>15C DATE SIGNED</b>	<b>16B UNITED STATES OF AMERICA</b>	<b>16C DATE SIGNED</b>
_____		Mary L. Crow	01/27/2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1   1	
<b>2 AMENDMENT/MODIFICATION NO</b>		<b>3 EFFECTIVE DATE</b>		<b>4 REQUISITION/PURCHASE REQ NO</b>	
326		See Block 16C		10SC002591	
<b>5 PROJECT NO (If applicable)</b>		<b>7 ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		00518	
<b>6 ISSUED BY</b>		<b>CODE</b>			
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		00518			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>			<b>9A AMENDMENT OF SOLICITATION NO</b>		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231			(x)		
			<b>9B DATED (SEE ITEM 11)</b>		
			X		
			<b>10A MODIFICATION OF CONTRACT/ORDER NO</b>		
			DE-AC05-00OR22725		
			<b>10B DATED (SEE ITEM 13)</b>		
			10/18/1999		
<b>CODE</b>		<b>FACILITY CODE</b>			
099114287					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$599,428.15

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

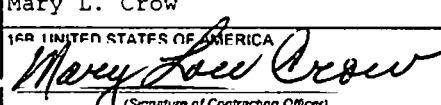
<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b>
X	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,903,781,111.13. This represents an increase of \$599,428.15, from \$10,903,181,682.98 to \$10,903,781,111.13.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mary L. Crow	
<b>15B CONTRACTOR/OFFEROR</b>		<b>15C DATE SIGNED</b>	
<b>15D UNITED STATES OF AMERICA</b>		<b>16C DATE SIGNED</b>	
		01/27/2010	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b>
			1   1
<b>2 AMENDMENT/MODIFICATION NO</b>	<b>3 EFFECTIVE DATE</b>	<b>4 REQUISITION/PURCHASE REQ. NO</b>	<b>5. PROJECT NO. (If applicable)</b>
327	See Block 16C	10SC002591	
<b>6 ISSUED BY</b>	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>	<b>CODE</b>
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>(x) 9A. AMENDMENT OF SOLICITATION NO.</b>	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		<b>9B. DATED (SEE ITEM 11)</b>	
<b>CODE</b> 099114287 <b>FACILITY CODE</b>		<b>x 10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	
		<b>10B. DATED (SEE ITEM 13)</b> 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$480,582.53

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b>
<b>X</b>	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), and P.L. 95-91

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,904,261,693.66. This represents an increase of \$480,582.53, from \$10,903,781,111.13 to \$10,904,261,693.66.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mary L. Crow	
<b>15B CONTRACTOR/OFFEROR</b>	<b>15C DATE SIGNED</b>	<b>16B UNITED STATES OF AMERICA</b>	<b>16C DATE SIGNED</b>
(Signature of person authorized to sign)		Mary L. Crow (Signature of Contracting Officer)	01/27/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

January 29, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 328**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$11,574,011 to the contract for the Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased by \$11,574,011 from \$10,904,261,693.66 to \$10,915,835,704.66.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

NOT SPECIFIED /OTHER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO. 328	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002648	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

\*2. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$11,574,011.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____.
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Recovery TAS::89 0331::TAS

See Page 3.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Mary L. Crow		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA	18C. DATE SIGNED
(Signature of person authorized to sign)		Mary L. Crow	01/28/2010
		(Signature of Contracting Officer)	

NSN 7540-01-162-8070  
Previous edition unusable

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

**Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.**

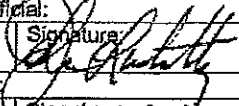
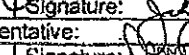

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$11,574,011.00 to the contract for the Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled "Obligation of Funds," additional funds in the amount of \$11,574,011.00 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,904,261,693.66 to \$10,915,835,704.66.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification, as applicable, are identified in the following referenced Work Authorizations:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. IF-470002-20421-10 Rev. 0 (Attachment 1a)	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
WA No. BT-470002-20743-10 Rev. 0 (Attachment 1b)	National Accounts Acceleration in Support of the Commercial Buildings Initiative
WA No. SL-470002-20479-10 Rev. 0 (Attachment 1c)	Concentrating Solar Power
WA No. IF-470002-20416-10 Rev. 0 (Attachment 1d)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 1 (Attachment 1e)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 2 (Attachment 1f)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 3 (Attachment 1g)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 4 (Attachment 1h)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 5 (Attachment 1i)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 6 (Attachment 1j)	Energy Intensive Processes R&D
WA No. IF-470002-20416-10 Rev. 7 (Attachment 1k) – Note that correct Project code is 2004320 (Numbers from Block 8 of the Work Authorizations)	Energy Intensive Processes R&D

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
  
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
  
- F. All other terms and conditions remain unchanged.



Attachment 1 a

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Isaac Chan                      Organization Code: EE-2F                      Telephone No: (202) 586-4981			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code:                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue                      Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20421-10		9. Revision Number: 0	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
ED1904032-05794-1004383	\$0	\$8,408,822	\$8,408,822
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <u>12/15/09</u>		12. Work Start Date: <del>10/1/2009</del> <u>12/15/09</u>	
13. Expected Completion Date: <del>9/30/2010</del> <u>12/15/10</u> (MNF)			
14. Statement of Work: <u>12/15/10</u> Carryover funding in the amount of \$8,408,822 is authorized for Industrial Materials of the Future. These funds are made available for Solicitation #20421 - Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies. Funding for this activity will expand collaborative activity to accelerate the transition of scientific discoveries into industrial application. This funding will support efforts in two primary areas: 1) Unfunded R&D Projects - This activity will initiate R&D projects which cannot be funded with normal program funding. This enables investment in new technology projects that have been recommended for selection by merit review committees of competitive solicitations, but not funded due to lack of program funding. Funding in this area will support research and demonstration projects in the areas of nanomanufacturing (13 projects), utilization of opportunity fuels in industrial processes (7 projects), combined heat and power R&D (2 projects), and efficient technologies for energy-intensive processes (4 projects). 2) Materials/Manufacturing Technology - ORNL will issue an RFP for advancement of materials/manufacturing technology. Focus areas will be strategic materials such as titanium and magnesium; structural materials such as high temperature steels; energy storage and production materials; and advanced/field/transient processing technologies. This project area is crosscutting by supporting manufacturing needs of hydrogen, wind, solar, vehicles, and biomass technologies. CFO Project Code 2004320. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The field AFP recipient of the funds is responsible for reporting all funding obligations and costs to the Program Management Center and headquarters. The field AFP recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE. CFO Project Code 2004320.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): John Lushetsky, Acting Deputy Assistant Secretary		Signature: 	Date: 10.9.09
17. DOE Field Organization Official:			
Name (typed): Johnny D. Moore		Signature: 	Date: 12/10/09
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen		Signature: 	Date: 22 Jan 2010
19. DOE Contracting Officer (or delegated representative) <u>Mark A. Miller</u>			

Name (typed): <u>Mark A. Millon</u>	Signature: <u>Mark A. Millon</u>	Date: <u>12/10/09</u>
* The work authorization number will consist of the program code, AFP code, solicitation/project Id and the fiscal year.		

FED 10-6008RA AFP Oct

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders. Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications. Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

**Section C: Contractor Recovery Act Deliverables**

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans

Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.  
Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report

## Attachment 1 b

XID 29774  
 In BEARS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Project Title: <u>ARRA</u> BTP4-2004080-National Accounts Acceleration in Support of the Commercial Buildings Initiative		1b. Work Proposal Number (if applicable): AOP# 2004080
2. Headquarters Program Point of Contact: Name: <u>Drury Crawley</u> Organization Code: <u>EE-2J</u> Telephone No.: <u>(202) 586-2344</u>		
3. Headquarters Budget Point of Contact: Name: <u>Shella Traynham</u> Organization Code: <u>EE-3B</u> Telephone No.: <u>(202) 586-8487</u>		
4. Responsible Program: <u>Office of Energy Efficiency and Renewable Energy</u>		5. Responsible Secretarial Officer: <u>Catherine Zoi</u>
6. Responsible Field Organization: <u>Oak Ridge Operations Office</u>		
7a. Site and Facility Management Contractor: <u>University of Tennessee - Battelle (Oak Ridge National Laboratory)</u>		7b. Contractor Point of Contact: Name: <u>Patrick J. Hughes</u> Telephone No.: <u>(865) 574-9337</u>
8. Work Authorization Number: <u>BT-470002-20743-10</u>		9. Revision Number: <u>0</u>
10. Funds Authorized (\$ in thousands): B&R Code: <u>BT0201000</u> Previous: <u>\$0</u> Change: <u>\$500,000</u> Current: <u>\$500,000</u> <u>05794-100421</u>		
11. Performance Period Covered by Funds: From: <u>10/1/2009</u> To: <u>9/30/2010</u>		12. Work Start Date: <u>10/1/2009</u> → <u>11/2010, NLL</u>
13. Expected Completion Date: <u>9/30/2010</u>		
14. Statement of Work: <u>11/2010, NLL</u>		
<p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H. <u>50</u> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>Carryover funding in the amount of \$500,000 is authorized for <u>NLL</u> Commercial Research &amp; Development. These funds are made available for Project # 20743 - BTP4 - 2004080 - National Accounts Acceleration in Support of the Commercial Buildings Initiative. These funds are to be distributed to Agreement # 20429 - ORNL - Construction Automation - Analytics and Road-Mapping in accordance with Project Code 2004080 - National Accounts Acceleration in Support of the Commercial Buildings Initiative. The objective of this project is to provide a thorough review and benefit analysis of emerging construction automation approaches to determine their business case and evaluate their potential for market adoption and avenues for further development. The buildings envelope construction process accounts for the greatest share of the disparity between predicted and as-built performance of commercial buildings. This objective will be accomplished through two major tasks: 1) Analytics, benefits and business case evaluation, 2) Technology road map. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p>		

16

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Joseph W. Hagerman,  
Acting Program Manager

Signature:

Date:

11/16/09

17. DOE Field Organization Official.

Name (typed): Michele G. Branton

Signature:

Date:

1/13/10

18. Contractor's Authorized Representative.

Name (typed): Dana Christensen

Signature:

Date:

14 January 2010

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature:

Date:

1/12/10

WORK AUTHORIZATION - BTPA-2004080-NATIONAL ACCOUNTS ACCELERATION  
 IN SUPPORT OF THE COMMERCIAL BUILDINGS INITIATIVE

Concurrence  
 Rtg. Symbol

SC-11  
 Initials/Sig.

WCL *WCL*  
 Date: *1/24/10*

Rtg. Symbol

SC-11  
 Initials/Sig.

*WCL*  
 Date: *1/16/10*

Rtg. Symbol

SC-10  
 Initials/Sig.

MAM *MAM*  
 Date: *1/12/10*

Rtg. Symbol

SC-10  
 Initials/Sig.

*MAM*  
 Date: *1/13/10*

Rtg. Symbol

SC-10  
 Initials/Sig.

*MAM*  
 Date: *1/13/10*

Rtg. Symbol

Initials/Sig.

Date:

Rtg. Symbol

Initials/Sig.

Date:

Rtg. Symbol

Initials/Sig.

Date:

*MAM*  
*1/13/10*

*for*

New Commitment: Yes \_\_\_ No \_\_\_  
 Commitment to Action: # \_\_\_\_\_



## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- Complete initial taxonomy of benefits documented in a summary briefing presentation (June 30, 2010 or 6 months from contract award)
- Complete draft report on the analytics and business case for construction automation (December 31, 2010 or 12 months from contract award)
- Complete the benefits analysis and business case evaluation for incorporation into the Final Report (March 2011 or 15 months from contract award)
- Complete top-level technology roadmap for integration into the Final Report (March 2011 or 15 months from contract award)

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

- All project document/reports free of technical, grammatical and delivery errors
- Milestones completed within scheduled dates
- Ensure summary briefing provides a qualitative documentation of initial taxonomy of benefits

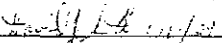
### **Section C: Contractor Recovery Act Deliverables**

- Evaluation criteria letter
- Analytics and business case draft report
- Analytics, business case and technical road map final report
- Monthly project progress report



**Department of Energy**  
Washington, DC 20585

I certify that the funds stated herein are available for obligation and the work scope is consistent with the intent of Congress.

  
David J. Smith  
Lead Budget Analyst, EE-3B

FED 10-9029-RA DEC

**MEMORANDUM FOR:** Johnny O. Moore, Assistant Manager for Laboratories/ORNL Site Manager

**SUBJECT:** FY 2010 Buildings Technologies Program Approved Funding for Oak Ridge National Laboratory (ORNL) – ARRA Project Code: 2004080

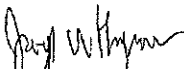
In accordance with the approved EERE Buildings Technologies Program FY 2010 spend plan, budget authority of \$500,000 in operating expenses is authorized for obligation and expenditure in accordance with program guidance as indicated below. Any required changes must be approved in writing by the appropriate headquarters program manager with a copy to the EERE HQ budget execution staff. Field transfers must be coordinated through the Corporate Planning System (CPS). Funding authorized in this letter is not approved for support service contracts; either as a prime or subcontract award. The laboratory receiving the funds authorized in this letter will be responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

**PROGRAM GUIDANCE**

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Buildings Technologies Program	BT0201000-05794-	\$500,000	05794
Commercial Research & Development	1004211		

Carryover funding in the amount of \$500,000 is authorized for Commercial Research & Development. These funds are made available for Project # 20743 - BTP4 - 2004080 - National Accounts Acceleration in Support of the Commercial Buildings Initiative. These funds are to be distributed to Agreement # 20429 - ORNL - Construction Automation - Analytics and Road-Mapping in accordance with Project Code 2004080. The objective of this project is to provide a thorough review and benefit analysis of emerging construction automation approaches to determine their business case and evaluate their potential for market adoption and avenues for further development. The buildings envelope construction process accounts for the greatest share of the disparity between predicted and as-built performance of commercial buildings. This objective will be accomplished through two major tasks: 1) Analytics, benefits and business case evaluation, 2) Technology road map. The headquarters technical point of contact is Drury Crawley who can be reached on (202) 586-2344. The field point of contact is Patrick J. Hughes who can be reached on (865) 574-9337.

Should you have any questions regarding budget matters, please contact Sheila Traynham who can be reached on (202) 586-9487.

  
Joseph W. Hagerman, Acting Program Manager  
Building Technologies Program

Energy Efficiency and Renewable Energy  
Printed with soy ink on recycled paper

Attachments: Work Authorizations (1)

cc: Angela Blankenship (ORNL)  
Deborah Walker (ORO)  
Kathi Vaughan (ORNL)  
Mary Rawlins (ORNL)  
Pat M. Love (ORNL)  
Patrick J. Hughes (ORNL)  
Penny Humphreys (ORNL)  
Suzanne Sherer (ORNL)  
Wayne Lin (ORNL)

## Attachment 1 c

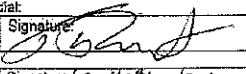
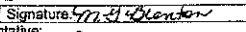
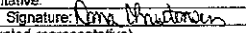
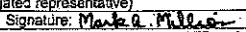
XID 291978  
 In BEARS

DOE O 412.1A

Attachment 1

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004420 - Concentrating Solar Power <b>ARRA</b>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Frank Wilkins <b>SEA 12/15</b>		Telephone No: (202) 586-1884	
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys		Organization Code: EE-3B Telephone No: (202) 586-8138	
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joanna McFarlane Telephone No: (865) 574-4941	
8. Work Authorization Number: * SI-470002-20479-10 ✓		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
EB2103000-05794-1004248 (2009)	\$0	\$935,000 ✓	\$935,000
11. Performance period covered by funds: From: 1/1/2010 To: 9/30/2012		12. Work Start Date: 1/1/2010	13. Expected Completion Date: 9/30/2012
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$935,000 is authorized for EB2103000-05794-1004248-Concentrat Solar Pwr (2009). These funds are made available for Project #20479 - 2004420 - Concentrating Solar Power. These funds are to be distributed to Agreement # 20637-Polyaromatic Naphthalene Derivatives - ORNL in accordance with AOP# ARRA. Agreement: 20637; Polyaromatic Naphthalene Derivatives - ORNL. This proposal addresses the need for heat transfer fluids for solar power generation that are stable to temperatures approaching 600&#176;C, have good thermal characteristics, and that do not react with the vessels in which they are contained. The project plans to demonstrate the possibility of using substituted polyaromatic hydrocarbons in a heat transport application, which have not yet been considered because of the scarcity of thermophysical data on these compounds. Because the thermophysical properties of the phenylnaphthalenes have been found to be favorable, it is proposed to use these compounds in mixtures optimized for concentrating solar power, and to test the performance of these substituted aromatic compounds in instrumented heat transfer loops. A combination of electronic structure calculations and physical property measurements will be employed to optimize the structure of the heat transfer fluid for thermal stability. Inter-molecular or intra-molecular additives that further stabilize the aromatic structure may be included in the fluid. An existing high temperature loop and heat exchanger, located at ORNL, will be adapted to accommodate organic fluids. The loop will be instrumented with online thermal monitoring and off-line chemical analysis to allow observation of the performance of the optimized heat transfer fluid under controlled conditions. Finally, ORNL will partner with Cool Energy, a company that specializes in solar heating and electric generation, to test the performance of the organic fluid in industrial pilot-scale loops. If successful, the results from this project will provide an option for concentrating solar power generation at temperatures above 500&#176;C. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05794, Appropriation: 89-0910-0331, Allottee: 30 B&amp;R Code/Program Value: EB2103000-1004248, Project Code: 2004420.</b> Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			

1c

16. Work Authorization Program Official:		
Name (typed): John Lushetsky, Program Manager	Signature: 	Date: 12/15/09
17. DOE Field Organization Official:		
Name (typed): Michele G. Brenton	Signature: 	Date: 1/13/10
18. Contractor's Authorized Representative:		
Name (typed): Dana Christensen	Signature: 	Date: 14 Jan 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark A. Miller	Signature: 	Date: 1/12/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

12 months: Annual report summarizing progress towards project objectives. 24 months: Annual report summarizing progress towards project objectives. 36 months: Complete project objectives (see Section 14)

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009

**Section C: Contractor Recovery Act Deliverables:**

Quarterly and annual progress reports are required.

WORK AUTHORIZATION - 2004420 - CONCENTRATING SOLAR POWER

Concurrence  
Rtg. Symbol

SC-11  
Initials/Sig.

WCL *WCL*  
Date: *1/4/10*

Rtg. Symbol

SC-11  
Initials/Sig.

*MAM*  
Date: *1/13/10*

Rtg. Symbol

SC-10  
Initials/Sig.

MAM *MAM*  
Date: *1/12/10*

Rtg. Symbol

SC-10  
Initials/Sig.

*MAM*  
MGB *MB*  
Date: *1/13/10*

Rtg. Symbol

SC-10  
Initials/Sig.

*MB*  
JOM  
Date: *1/13/10*

Rtg. Symbol

Initials/Sig.

Date:

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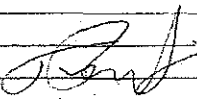
Date:

New Commitment: Yes \_\_\_ No \_\_\_

Commitment to Action: # \_\_\_\_\_

FED Number: 10-1037  
JANUARY AFP

EERE Budget Execution Concurrence Sheet

	CONCUR	NON-CONCUR
Alec Bulawka		
Katie Bolcar		
John Lushetsky		
Marie Mapes		
Charlie Hemmeline		
Tom Rueckert		
Scott Stephens		
Kevin Lynn		
Frank Wilkins		
David Smith	<i>File 12/17/09</i>	
Kyra Humphreys		

Comments:

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Department of Energy  
Washington, DC 20585

I certify that the funds stated herein are available for obligation and the work scope is consistent with the intent of Congress.

*David J. Smith*  
David J. Smith  
Lead Budget Analyst, EE-3B

FED 10-1037 ARRA JAN

**MEMORANDUM FOR:** Johnny O. Moore, Assistant Manager for Laboratories/ORNL Site Manager

**SUBJECT:** FY 2010 Solar Energy Program Approved Funding for Oak Ridge National Laboratory (ORNL)

In accordance with the approved EERE Solar Energy Program FY 2010 spend plan, budget authority of \$935,000 in operating expenses is authorized for obligation and expenditure in accordance with program guidance as indicated below. Any required changes must be approved in writing by the appropriate headquarters program manager with a copy to the EERE HQ budget execution staff. Field transfers must be coordinated through the Corporate Planning System (CPS). Funding authorized in this letter is not approved for support service contracts; either as a prime or subcontract award. The laboratory receiving the funds authorized in this letter will be responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

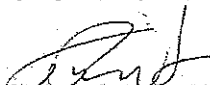
**PROGRAM GUIDANCE**

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R Code-Fund Value-Program Code</u>	<u>BA(S)</u>
Solar Energy Concentrating Solar Power Program	EB2103000-05794-1004248 (2009)	\$935,000

Carryover funding in the amount of \$935,000 is authorized for EB2103000-05794-1004248 - Concentrat Solar Power (2009). These funds are made available for Project #20479 - 2004120 - Concentrating Solar Power. These funds are to be distributed to Agreement # 20637 - Polyaromatic Naphthalene Derivatives - ORNL, in accordance with ACP# ARRA. Agreement: 20637; Polyaromatic Naphthalene Derivatives - ORNL. This proposal addresses the need for heat transfer fluids for solar power generation that are stable to temperatures approaching 600°C, have good thermal characteristics, and that do not react with the vessels in which they are contained. The project plans to demonstrate the possibility of using substituted polyaromatic hydrocarbons in a heat transport application, which have not yet been considered because of the scarcity of thermophysical data on these compounds. Because the thermophysical properties of the phenylnaphthalenes have been found to be favorable, it is proposed to use these compounds in mixtures optimized for concentrating solar power, and to test the performance of these substituted aromatic compounds in instrumented heat transfer loops. A combination of electronic structure calculations and physical property measurements will be employed to optimize the structure of the heat transfer fluid for thermal stability. Intermolecular or intramolecular additives that further stabilize the aromatic structure may be included in the fluid. An existing

high temperature loop and heat exchanger, located at ORNL, will be adapted to accommodate organic fluids. The loop will be instrumented with online thermal monitoring and off-line chemical analysis to allow observation of the performance of the optimized heat transfer fluid under controlled conditions. Finally, ORNL will partner with Cool Energy, a company that specializes in solar heating and electric generation, to test the performance of the organic fluid in industrial pilot-scale loops. If successful, the results from this project will provide an option for concentrating solar power generation at temperatures above 500°C. The headquarters technical point of contact is Frank Wilkins who can be reached on (202) 586-1684. The field point of contact is Joanna McFarlane who can be reached on (865) 574-4941.

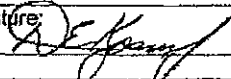
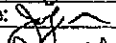
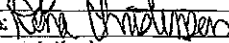
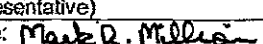
Should you have any questions regarding budget matters, please contact Kyra Humphreys who can be reached on (202) 586-8138.

  
John Lushetsky, Program Manager  
Solar Energy Technologies Program  
Energy Efficiency and Renewable Energy

Attachments: Work Authorizations (1)

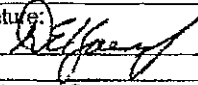
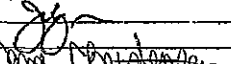
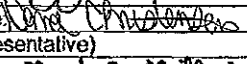
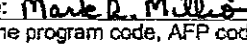
cc: Angela Blankenship (ORNL)  
Deborah Walker (ORNL)  
Kathi Vaughan (ORNL)  
Mary Rawlins (ORNL)  
Penny Humphreys (ORNL)  
Ron Ott (ORNL)  
Suzanne Sherer (ORNL)  
Wayne Lin (ORNL)

Attachment 1 d

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): AOP# RAED002
2. Headquarters Program Point of Contact: Name: Gideon Varga      Organization Code: EE-2F      Telephone No: (202) 586-0082		
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5588		
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol
6. Responsible Field Element: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 0
10. Funds Authorized during FY 2010 :		
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>
ED1908000-05794-1004889	\$0	\$91,689
		<u>Current</u> \$91,689
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <u>12/15/09</u>		12. Work Start Date: <del>10/1/2009</del> <u>12/15/09</u>
		13. Expected Completion Date: <del>9/30/2010</del> <u>12/19/10</u> <b>(MNE)</b>
14. Statement of Work: <u>12/14/10</u> Carryover funding in the amount of \$91,689 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18974-Architected Nanomembranes for In-Situ Energy Conversion in accordance with AOP# RAED002. -This one year, concept definition study will consist of engineering concept studies and lead to an analysis of the technological and economic impacts of a unique architecture in nanocomposites membranes. This project builds upon the proof-of-principle results of an ORNL seed money project, which demonstrated a 4-5 orders of magnitude enhancement in oxygen ionic conductivity for a solid state electrolyte membrane having nanochannel architecture. The nanoscale host-guest architecture contains oriented interfaces between nanotube/nanowire arrays perpendicular to the membrane layer. Membrane nanostructure determines the performance of a fuel cell, and also possibly, solar cell, thermoelectric devices and catalytic membrane reactors. These nanomembrane-based devices and technologies provide significant energy, carbon, and economic benefits, which will also be evaluated to better define R&D paths for commercialization. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.		
15. Reporting Requirements: (Status reports, scientific or technical information or similar)		
16. Work Authorization Program Official:		
Name (typed): Douglas E. Kaempf, Program Manager	Signature: 	Date: 7/28/09
17. DOE Field Organization Official:		
Name (typed): <u>Johnny O. Moore</u>	Signature: 	Date: 12/14/09
18. Contractor's Authorized Representative:		
Name (typed): <u>Dana Christensen</u>	Signature: 	Date: 22 Jan 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): <u>Mark A. Minton</u>	Signature: 	Date: 12/10/09
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

FED 10-6008RA AFP Oct

Attachment 1 e

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002	
2. Headquarters Program Point of Contact: Name: Robert Gemmer      Organization Code: EE-2F      Telephone No: (202) 586-5885			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
ED1908000-05794-1004889	<del>\$0</del> \$ 91,689	\$593,500	\$593,500 \$ 685,189 max
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009	13. Expected Completion Date: 9/30/2010
14. Statement of Work: 12/15/09 12/15/09 12/19/10			
Carryover funding in the amount of \$593,500 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18991-Improving Heat Recovery in Biomass-Fired Boilers in accordance with FWP# RAED002. This agreement aims to identify and/or develop advanced materials, coatings and heat transfer technologies to optimize the performance of heat recovery components in biomass-fired boilers. The project addresses Waste Heat Recovery Systems area of the Waste Heat Minimization and Recovery Platform of the Energy Intensive Processes. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf, Program Manager		Signature: 	Date: 9/28/09
17. DOE Field Organization Official:			
Name (typed): Johnny O. Moore		Signature: 	Date: 12/11/09
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen		Signature: 	Date: 22 Jan 2010
19. DOE Contracting Officer (or delegated representative):			
Name (typed): MARK A. MILLER		Signature: 	Date: 12/10/09
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## Attachment 1 f



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002
2. Headquarters Program Point of Contact: Name: Gideon Varga      Organization Code: EE-2F      Telephone No: (202) 586-0082		
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5588		
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi
6. Responsible Field Element: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 2
10. Funds Authorized during FY 2010 :		
B&R Code	Previous	Change
ED1908000-05794- 1004889	<del>\$0</del> <b>\$ 685,189</b>	\$80,000
		Current <del>\$80,000</del> <b>\$765,189 MAM</b>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <b>12/15/09</b>   <del>404/2000</del> <b>12/15/09</b>   <del>6/30/2010</del> <b>12/14/10</b>		12. Work Start Date: <b>12/15/09</b>
13. Expected Completion Date: <b>12/14/10</b>		
14. Statement of Work: Carryover funding in the amount of \$60,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18984-Mesoporous Carbon Membranes for Selective Gas Separations in accordance with FWP# RAED002. -This project is focused on translating a novel class of material developed at Oak Ridge National Laboratory - self-assembled mesoporous carbon - into robust, efficient membrane systems for selective industrial gas separations. These tailorable, nanostructured materials, described in US Patent Application 2006057051, "Highly ordered porous carbon materials having well defined nanostructures and method of synthesis," consist of ordered mesopores and tunable micropores that are ideally sized for high throughput separation of gaseous species, such as O2, CO2, and gaseous alkanes. The carbon is synthesized by conventional chemical and materials processing approaches, which provides promise for cost effective production of precision separations materials at large scale. The project, which will involve collaboration with the research group of W.J. Koros of Georgia Institute of Technology, will consist of stage 2 R&D. The project aims to develop supported mesoporous carbon membranes in the pores of anodized commercial alumina membranes for high-flux, high-selectivity separations. Recent preliminary tests have shown excellent selective transport of carbon dioxide and propylene relative to other gases. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.		
15. Reporting Requirements: (Status reports, scientific or technical information or similar)		
16. Work Authorization Program Official: Name (typed): Douglas E. Kaempf, Program Manager      Signature: <i>[Signature]</i> Date: <b>9/18/09</b>		
17. DOE Field Organization Official: Name (typed): <b>Jahmy D. Moore</b> Signature: <i>[Signature]</i> Date: <b>12/10/09</b>		
18. Contractor's Authorized Representative: Name (typed): <b>Dana Christensen</b> Signature: <i>[Signature]</i> Date: <b>22 Jan 2010</b>		
19. DOE Contracting Officer (or delegated representative) Name (typed): <b>MARKA MILLION</b> Signature: <i>[Signature]</i> Date: <b>12/10/09</b>		

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\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

FED 10-6008RA AFP Oct

# Attachment 1 g

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002	
2. Headquarters Program Point of Contact: Name: Gideon Varga      Organization Code: EE-2F      Telephone No: (202) 586-0082			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5586			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 3	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
ED1908000-05794-1004889	<del>00</del> \$ 765,189	\$642,000	\$642,000 \$1,407,189 MM
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <u>12/15/09</u>		12. Work Start Date: <del>10/1/2009</del> <u>12/16/09</u>	
		13. Expected Completion Date: <del>9/30/2010</del> <u>12/15/10</u>	
14. Statement of Work: <u>12/19/10</u>			
Carryover funding in the amount of \$642,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18981-Development and Application of Processing for Nano-Composite Materials for Lithium Ion Batteries in accordance with FWP# RAED002. -This project intends to develop optimized processing, process control and quality measures for a homogenous and reliable deposition and treatment of nano-composite coatings to be used in lithium ion battery technology with guidelines for scale-up and mass production of the product. It will develop fundamental understanding of the nanomaterial behavior, the process mechanisms, and the resulting functionality. It will integrate a quality control approach with science and technology to produce a reliable product and enable lithium ion battery technology for transportation and stationary applications. The primary purpose of the proposed effort is to advance the state of the nanomanufacturing of this nano-composite material for Li-ion batteries such that improvement in reliability in the material and in its production will be enabled and the scale-up of the technology will become feasible. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Douglas E. Kaempf,      Signature: <i>[Signature]</i> Date: <u>9/28/09</u> Program Manager			
17. DOE Field Organization Official: Name (typed): <u>Johnny D. Moore</u> Signature: <i>[Signature]</i> Date: <u>12/10/09</u>			
18. Contractor's Authorized Representative: Name (typed): <u>Para Christensen</u> Signature: <i>[Signature]</i> Date: <u>22 Jan 2010</u>			
19. DOE Contracting Officer (or delegated representative) Name (typed): <u>MARK A. MILLON</u> Signature: <i>[Signature]</i> Date: <u>12/10/09</u>			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

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FED 10-6008RA AFP Ccl

Attachment 1 h

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002
2. Headquarters Program Point of Contact: Name: Gideon Varga		Organization Code: EE-2F Telephone No: (202) 586-0082
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code: Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi
6. Responsible Field Element: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue Telephone No: (865) 574-4351
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 4
10. Funds Authorized during FY 2010:		
R&R Code	Previous	Change
ED1908000-05794-1004889	<del>\$0</del> <b>1,907,189</b>	\$92,000
		Current \$92,000 <b>\$1,499,189 MM</b>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <b>12/15/09</b>		12. Work Start Date: <del>10/1/2009</del> <b>12/15/09</b>
		13. Expected Completion Date: <del>9/30/2010</del> <b>12/15/10</b>
14. Statement of Work: <b>12/15/10</b> Carryover funding in the amount of \$92,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18985-Nanocrystallization of LiCoO <sub>2</sub> Cathodes for Thin Film Batteries in accordance with FWP# RAED002. -The inherent difficulty of achieving high performance thin film batteries (TFB) is that they must undergo a post-deposition critical heat treatment that limits the substrate material to those that can withstand the processing environment. Thus, low temperature flexible polymer substrates cannot be utilized with conventional processing methods for these types of devices. The TFB's that are fabricated on flexible polymer substrates are limited in their performance due to the lack of the critical high temperature annealing step, which is required for optimal performance. Pulse Thermal Processing (PTP) with its unique high power densities (>20,000 W/cm <sup>2</sup> ), short processing time (millisecond regime) and large processing area (up to 1,000 cm <sup>2</sup> ) is able to accomplish the required high temperature anneals of these types of material systems on flexible temperature-sensitive substrates including polymers without thermally affecting the underlying material, thus enabling a high performance flexible TFB on a polymer substrate. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.		
15. Reporting Requirements: (Status reports, scientific or technical information or similar)		
16. Work Authorization Program Official:		
Name (typed): Douglas E. Kaempf, Program Manager	Signature: <i>[Signature]</i>	Date: <b>9/28/09</b>
17. DOE Field Organization Official:		
Name (typed): <b>Schuyler Moore</b>	Signature: <i>[Signature]</i>	Date: <b>12/10/09</b>
18. Contractor's Authorized Representative:		
Name (typed): <b>Dave Christensen</b>	Signature: <i>[Signature]</i>	Date: <b>22 Jan 2010</b>
19. DOE Contracting Officer (or delegated representative)		
Name (typed): <b>MARK A. MILLION</b>	Signature: <i>[Signature]</i>	Date: <b>12/10/09</b>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

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FED 10-6008RA AFP Oct



# Attachment 1 i

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002
2. Headquarters Program Point of Contact: Name: Gideon Varga      Organization Code: EE-2F      Telephone No: (202) 586-0082		
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5588		
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi
6. Responsible Field Element: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 5
10. Funds Authorized during FY 2010 :		
B&R Code	Previous	Change
ED1908000-05794-1004889	<del>50</del> \$ 1,499,189	\$66,000
		Current \$66,000 \$1,565,189 <i>max</i>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <i>12/15/09</i> <del>10/1/2009</del> <i>12/15/09</i> <del>9/30/2010</del> <i>12/15/10</i>		13. Expected Completion Date: <i>12/15/10</i>
14. Statement of Work: Carryover funding in the amount of \$66,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18979-Oxide-Nanoparticle Containing Coatings for High Temperature Alloys in accordance with FWP# RAED002. -The focus of the proposed work is to examine the fabrication of high temperature alloy coatings containing oxide nanoparticles. Use of oxide dispersion strengthened (ODS) alloys will enable achieving desired high temperature strength while avoiding problems with fabrication of components using these alloys. It is proposed that an optical technique, such as a laser or an infrared plasma arc lamp, will be used to rapidly heat particles sprayed onto the surface while electromagnetic stirring will be used to stir the molten pool to prevent agglomeration and floating of nanoparticles. The key and novelty in the process is the use of electromagnetic stirring. It is anticipated that this approach can be extended to the processing of bulk nanocomposite materials using optical techniques and to other wear and corrosion resistant coating with nanoparticles. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.		
15. Reporting Requirements: (Status reports, scientific or technical information or similar)		
16. Work Authorization Program Official:		
Name (typed): Douglas E. Kaempf, Program Manager	Signature: <i>D. Kaempf</i>	Date: <i>9/28/09</i>
17. DOE Field Organization Official:		
Name (typed): <i>Jehanny O. Moore</i>	Signature: <i>J. Moore</i>	Date: <i>12/2/09</i>
18. Contractor's Authorized Representative:		
Name (typed): Dana Christensen	Signature: <i>Dana Christensen</i>	Date: <i>22 Jan 2010</i>
19. DOE Contracting Officer (or delegated representative)		
Name (typed): <i>MARRA MILLION</i>	Signature: <i>Mark D. Million</i>	Date: <i>12/10/09</i>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

# Attachment 1 j

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002	
2. Headquarters Program Point of Contact: Name: Gideon Varga      Organization Code: EE-2F      Telephone No: (202) 586-0082			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 6	
10. Funds Authorized during FY 2010 :			
B&R Code	Previous	Change	Current
ED1908000-05794-1004889	\$0	\$92,000	\$92,000
	<i>\$ 1,565,189</i>		<i>#1,657,189 mm</i>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <i>12/15/09</i>   <del>10/1/2009</del> <i>12/15/09</i>   <del>9/30/2010</del> <i>12/15/10</i>		12. Work Start Date: <i>12/15/09</i>	
13. Expected Completion Date: <i>12/15/10</i>			
14. Statement of Work: Carryover funding in the amount of \$92,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18983-Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures in accordance with FWP# RAED002. -The use of quantum dot (QD) materials for solid state lighting and photovoltaic applications are hindered by the ability to distribute QD across a substrate and produce an ordered structure. The overall objective of this research is to develop large scale manufacturing processes to encourage the self-assembly of QD structures and to incorporate broad area thermal annealing to decrease material defects. The first objective is to demonstrate self-assembly techniques for synthesizing a QD structure using long-chain molecules to bind the QD's into dimmer and trimmer structures. The second objective is to use pulsed thermal processing to thermally anneal the QD structure without damaging the long range order or the inter-particle spacing. Overall, it is expected the combined effects of advanced synthesis and broad area thermal annealing will increase the efficiency of the QD structures by 50 to 100 times. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf, Program Manager		Signature: <i>D. Kaempf</i>	Date: <i>9/28/09</i>
17. DOE Field Organization Official:			
Name (typed): <i>Johnny O. Made</i>		Signature: <i>J. Made</i>	Date: <i>12/15/09</i>
18. Contractor's Authorized Representative:			
Name (typed): <i>Dana Christensen</i>		Signature: <i>D. Christensen</i>	Date: <i>25 Jan 2010</i>
19. DOE Contracting Officer (or delegated representative)			
Name (typed): <i>MARK A. MILLION</i>		Signature: <i>Mark A. Million</i>	Date: <i>12/10/09</i>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

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Attachment 1 k

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable): FWP# RAED002	
2. Headquarters Program Point of Contact: Name: Gideon Varga      Organization Code: EE-2F      Telephone No: (202) 586-0082			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code:      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 7	
10. Funds Authorized during FY 2010 :			
B&R Code	Previous	Change	Current
ED1908000-05794-1004889	<del>30</del> 1,657,189	\$73,000	\$73,000 1,730,189 <i>MM</i>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <i>12/15/09</i>		12. Work Start Date: <del>10/1/2009</del> <i>12/15/09</i>	13. Expected Completion Date: <del>9/30/2010</del> <i>12/15/10</i>
14. Statement of Work: <i>12/15/09</i> Carryover funding in the amount of \$73,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18980-Synthesis of Highly Ordered TiO2 Nanotubes Using Ionic Liquids for Photovoltaics in accordance with FWP# RAED002. -The major objective of this project is to conduct a one-year concept definition study to develop a unique technique for synthesizing highly ordered TiO2 nanotubes using ionic liquids for photovoltaic (PV) applications, including dye sensitized solar cells and water splitting for hydrogen production. This project is based on a unique ionic liquid-based electrolytes technology. The scope of the project includes; 1) synthesis of highly ordered TiO2 nanotubes using ionic liquids, 2) nanostructural characterization, 3) understanding synthesis mechanisms, and 4) evaluating PV characteristics. CFO Project Code: 2004330. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf, Program Manager		Signature: <i>[Signature]</i>	Date: <i>9/28/09</i>
17. DOE Field Organization Official:			
Name (typed): <i>Johnny O. Moore</i>		Signature: <i>[Signature]</i>	Date: <i>12/1/09</i>
18. Contractor's Authorized Representative:			
Name (typed): <i>Dana Christensen</i>		Signature: <i>[Signature]</i>	Date: <i>22 Jan 2010</i>
19. DOE Contracting Officer (or delegated representative)			
Name (typed): <i>MARK A. MILLION</i>		Signature: <i>[Signature]</i>	Date: <i>12/10/09</i>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion  
Milestone – Complete evaluation of engineering processing concepts for architected nanocomposite membranes; August 2010

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels  
Milestone – Complete analysis of extending technology to unconventional sources of carbon-based compounds; August 2010

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys  
Milestone – Complete initial processing trials and characterization of materials with and without electromagnetic stirring; August 2010

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)  
Milestone - Identify preferable molecular structures of ionic liquids and synthesis parameters based on characterization of nanostructures, crystalline phases and PV; May 2010

Task 5 – Nanocomposite Materials for Lithium Ion Batteries  
Milestone – Develop transport models & complete characterizations; September 2012

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures  
Milestone - Complete optical evaluation of quantum dot structures; June 2010

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations  
Milestone – Develop scalable methodology for preparing supported mesoporous carbon membranes supported on anodized alumina membranes for gas separation; August 2010

Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries  
Milestone – Determine optima PIP parameters for achieving desired performance from Thin Film Battery cathodes; August 2010

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers  
Milestone – Submit draft report with results of field corrosion probe studies; June 2012

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2012, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion  
Deliverable, Final Report

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels  
Deliverable, Final Report

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys  
Deliverable, Final Report

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)  
Deliverable, Final Report

Task 5 – Nanocomposite Materials for Lithium Ion Batteries  
Deliverable, Final Report

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures  
Deliverable, Final Report

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations  
Deliverable, Final Report

Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries  
Deliverable, Final Report

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers  
Deliverable, Final Report



Department of Energy  
Washington, DC 20585

I certify that the funds stated herein are available for obligation and the work scope is consistent with the intent of Congress.

*David J. Smith*

David J. Smith  
Lead Budget Analyst, EE-3B

FED 10-6008RA-EET JCV *MS*

*ARRA*

**MEMORANDUM FOR:** Johnny O. Moore, Assistant Manager for Laboratories/ORNL Site Manager

**SUBJECT:** FY 2010 Industrial Technologies Program Approved Funding for Oak Ridge National Laboratory (ORNL)

In accordance with the approved EERE Industrial Technologies Program FY 2010 spend plan, budget authority of \$10,139,011 in operating expenses is authorized for obligation and expenditure in accordance with program guidance as indicated below. Any required changes must be approved in writing by the appropriate headquarters program manager with a copy to the EERE HQ budget execution staff. Field transfers must be coordinated through the Corporate Planning System (CPS). Funding authorized in this letter is not approved for support service contracts; either as a prime or subcontract award. The laboratory receiving the funds authorized in this letter will be responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

**PROGRAM GUIDANCE**

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1904032-	\$8,408,822	05794
Industrial Materials of the Future	05794-1004383		

Carryover funding in the amount of \$8,408,822 is authorized for Industrial Materials of the Future. These funds are made available for Solicitation #20421 - *Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies*. Funding for this activity will expand collaborative activity to accelerate the transition of scientific discoveries into industrial application. This funding will support efforts in two primary areas: 1) Unfunded R&D Projects - This activity will initiate R&D projects which cannot be funded with normal program funding. This enables investment in new technology projects that have been recommended for selection by merit review committees of competitive solicitations, but not funded due to lack of program funding. Funding in this area will support research and demonstration projects in the areas of nanomanufacturing (13 projects), utilization of opportunity fuels in industrial processes (7 projects), combined heat and power R&D (2 projects), and efficient technologies for energy-intensive processes (4 projects). 2) Materials/Manufacturing Technology - ORNL will issue an RFP for advancement of materials/manufacturing technology. Focus areas will be strategic materials such as titanium and magnesium; structural materials such as high temperature steels; energy storage and production materials; and advanced/field/transient processing technologies. This project area is crosscutting by supporting manufacturing needs of hydrogen, wind, solar,

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vehicles, and biomass technologies. CFO Project Code 2004320. The headquarters technical point of contact is Isaac Chan who can be reached on (202) 586-4981. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$91,689	05794
Energy-Intensive Process R&D	05794-1004889		

Carryover funding in the amount of \$91,689 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18974-Architected Nanomembranes for In-Situ Energy Conversion in accordance with AOP# RAED002. -This one year, concept definition study will consist of engineering concept studies and lead to an analysis of the technological and economic impacts of a unique architecture in nanocomposites membranes. This project builds upon the proof-of-principle results of an ORNL seed money project, which demonstrated a 4-5 orders of magnitude enhancement in oxygen ionic conductivity for a solid state electrolyte membrane having nanochannel architecture. The nanoscale host-guest architecture contains oriented interfaces between nanotube/nanowire arrays perpendicular to the membrane layer. Membrane nanostructure determines the performance of a fuel cell, and also possibly, solar cell, thermoelectric devices and catalytic membrane reactors. These nanomembrane-based devices and technologies provide significant energy, carbon, and economic benefits, which will also be evaluated to better define R&D paths for commercialization. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$593,500	05794
Energy-Intensive Process R&D	05794-1004889		

Carryover funding in the amount of \$593,500 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18991-Improving Heat Recovery in Biomass-Fired Boilers in accordance with FWP# RAED002. This agreement aims to identify and/or develop advanced materials, coatings and heat transfer technologies to optimize the performance of heat recovery components in biomass-fired boilers. The project addresses Waste Heat Recovery Systems area of the Waste Heat Minimization and Recovery Platform of the Energy Intensive Processes. CFO Project Code: 2004320. The headquarters technical point of contact is Robert Gemmer who can be reached on (202) 586-5885. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$80,000	05794

Energy-Intensive Process R&D 05794-1004889

Carryover funding in the amount of \$80,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18984-Mesoporous Carbon Membranes for Selective Gas Separations in accordance with FWP# RAED002. -This project is focused on translating a novel class of material developed at Oak Ridge National Laboratory – self-assembled mesoporous carbon – into robust, efficient membrane systems for selective industrial gas separations. These tailorable, nanostructured materials, described in US Patent Application 2006057051, "Highly ordered porous carbon materials having well defined nanostructures and method of synthesis," consist of ordered mesopores and tunable micropores that are ideally sized for high throughput separation of gaseous species, such as O2, CO2, and gaseous alkanes. The carbon is synthesized by conventional chemical and materials processing approaches, which provides promise for cost effective production of precision separations materials at large scale. The project, which will involve collaboration with the research group of W.J. Koros of Georgia Institute of Technology, will consist of stage 2 R&D. The project aims to develop supported mesoporous carbon membranes in the pores of anodized commercial alumina membranes for high-flux, high-selectivity separations. Recent preliminary tests have shown excellent selective transport of carbon dioxide and propylene relative to other gases. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Joe Renk who can be reached on (412) 386-6406.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$642,000	05794
Energy-Intensive Process R&D	05794-1004889		

Carryover funding in the amount of \$642,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18981-Development and Application of Processing for Nano-Composite Materials for Lithium Ion Batteries in accordance with FWP# RAED002. -This project intends to develop optimized processing, process control and quality measures for a homogenous and reliable deposition and treatment of nano-composite coatings to be used in lithium ion battery technology with guidelines for scale-up and mass production of the product. It will develop fundamental understanding of the nanomaterial behavior, the process mechanisms, and the resulting functionality. It will integrate a quality control approach with science and technology to produce a reliable product and enable lithium ion battery technology for transportation and stationary applications. The primary purpose of the proposed effort is to advance the state of the nanomanufacturing of this nano-composite material for Li-ion batteries such that improvement in reliability in the material and in its production will be enabled and the scale-up of the technology will become feasible. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>

Industrial Technologies	ED1908000-	\$92,000	05794
Energy-Intensive Process R&D	05794-1004889		

Carryover funding in the amount of \$92,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18985-Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries in accordance with FWP# RAED002. -The inherent difficulty of achieving high performance thin film batteries (TFB) is that they must undergo a post-deposition critical heat treatment that limits the substrate material to those that can withstand the processing environment. Thus, low temperature flexible polymer substrates cannot be utilized with conventional processing methods for these types of devices. The TFB's that are fabricated on flexible polymer substrates are limited in their performance due to the lack of the critical high temperature annealing step, which is required for optimal performance. Pulse Thermal Processing (PTP) with its unique high power densities (>20,000 W/cm<sup>2</sup>), short processing time (millisecond regime) and large processing area (up to 1,000 cm<sup>2</sup>) is able to accomplish the required high temperature anneals of these types of material systems on flexible temperature-sensitive substrates including polymers without thermally affecting the underlying material, thus enabling a high performance flexible TFB on a polymer substrate. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$66,000	05794
Energy-Intensive Process R&D	05794-1004889		

Carryover funding in the amount of \$66,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18979-Oxide-Nanoparticle Containing Coatings for High Temperature Alloys in accordance with FWP# RAED002. -The focus of the proposed work is to examine the fabrication of high temperature alloy coatings containing oxide nanoparticles. Use of oxide dispersion strengthened (ODS) alloys will enable achieving desired high temperature strength while avoiding problems with fabrication of components using these alloys. It is proposed that an optical technique, such as a laser or an infrared plasma arc lamp, will be used to rapidly heat particles sprayed onto the surface while electromagnetic stirring will be used to stir the molten pool to prevent agglomeration and floating of nanoparticles. The key and novelty in the process is the use of electromagnetic stirring. It is anticipated that this approach can be extended to the processing of bulk nanocomposite materials using optical techniques and to other wear and corrosion resistant coating with nanoparticles. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$92,000	05794

Energy-Intensive Process R&D 05794-1004889

Carryover funding in the amount of \$92,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18983-Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures in accordance with FWP# RAED002. -The use of quantum dot (QD) materials for solid state lighting and photovoltaic applications are hindered by the ability to distribute QD across a substrate and produce an ordered structure. The overall objective of this research is to develop large scale manufacturing processes to encourage the self-assembly of QD structures and to incorporate broad area thermal annealing to decrease material defects. The first objective is to demonstrate self-assembly techniques for synthesizing a QD structure using long-chain molecules to bind the QD's into dimer and trimer structures. The second objective is to use pulsed thermal processing to thermally anneal the QD structure without damaging the long range order or the inter-particle spacing. Overall, it is expected the combined effects of advanced synthesis and broad area thermal annealing will increase the efficiency of the QD structures by 50 to 100 times. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Industrial Technologies	ED1908000-	\$73,000	05794
Energy-Intensive Process R&D	05794-1004889		

Carryover funding in the amount of \$73,000 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 - *Energy-Intensive Processes R&D*. These funds are to be distributed to Agreement # 18980-Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes Using Ionic Liquids for Photovoltaics in accordance with FWP# RAED002. -The major objective of this project is to conduct a one-year concept definition study to develop a unique technique for synthesizing highly ordered TiO<sub>2</sub> nanotubes using ionic liquids for photovoltaic (PV) applications, including dye sensitized solar cells and water splitting for hydrogen production. This project is based on a unique ionic liquid-based electrolytes technology. The scope of the project includes; 1) synthesis of highly ordered TiO<sub>2</sub> nanotubes using ionic liquids, 2) nanostructural characterization, 3) understanding synthesis mechanisms, and 4) evaluating PV characteristics. CFO Project Code: 2004320. The headquarters technical point of contact is Gideon Varga who can be reached on (202) 586-0082. The field point of contact is Craig Blue who can be reached on (865) 574-4351.

Should you have any questions regarding budget matters, please contact Norman Hurwitz who can be reached on (202) 287-5588.



John Lushetsky, Acting Deputy Assistant Secretary  
Technology Development  
Energy Efficiency and Renewable Energy

Attachments: Work Authorizations (9)

cc: Angela Blankenship (ORNL)  
Craig Blue (ORNL)  
Deborah Walker (ORO)  
Kathi Vaughan (ORNL)  
Mary Rawlins (ORNL)  
Penny Humphreys (ORNL)  
Suzanne Sherer (ORNL)  
Wayne Lin (ORNL)

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	0.00	0.00	0.00	4,999,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	0.00	0.00	0.00	6,360,407.53
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	0.00	500,000.00	500,000.00	500,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20743-10; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	0.00	500,000.00	500,000.00	500,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	0.00	935,000.00	935,000.00	935,000.00
<i>AY 2009 - Work Authorization SL-470002-20479-10 Appropriation # 8909/100331.91</i>														
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	0.00	935,000.00	935,000.00	935,000.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	0.00	0.00	0.00	1,920,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	0.00	0.00	0.00	1,920,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	200,000.00	0.00	200,000.00	350,291.32
<i>AY 2009 - Work Authorization Number 470002-20476-09; Appropriation Symbol 8909/100331</i>														
<i>Work Authorization Number 470002-20476-10; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	550,205.00	0.00	550,205.00	700,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	0.00	8,408,822.00	8,408,822.00	18,810,771.12
<i>AY 2009 - Work Authorization Number: IF-470002-20421-10; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	0.00	0.00	0.00	1,224,800.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	0.00	1,730,189.00	1,730,189.00	4,806,829.05
<i>AY 2009 - Work Authorization Number IF-470002-20416-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	0.00	10,139,011.00	10,139,011.00	29,333,055.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	0.00	0.00	0.00	646,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	0.00	0.00	0.00	2,150,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	550,205.00	11,574,011.00	12,124,216.00	44,376,752.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89

Fiscal Year: 2010  
 Fiscal Month: 04  
 Financial Plan Number: 3  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: January 26, 2010 at 02:48:56 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	0.00	0.00	0.00	11,568,008.19
<b>Total for Recipient Code: OR</b>										60,610,257.80	550,205.00	11,574,011.00	12,124,216.00	72,734,473.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	550,205.00	11,574,011.00	12,124,216.00	72,734,473.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	550,205.00	11,574,011.00	12,124,216.00	72,734,473.80

## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

March 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 329**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$4,045.08 to the contract for grants with the National Institute of Health (NIH). These NIH grant projects are entitled "General Medical Sciences: Accurate Mass Analysis of Singly-Charged Intact Proteins" and "Human Genome Research: DNA Transport and Sequencing through a Quadrupole Gate".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

NOT SPECIFIED /OTHER

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   3
2. AMENDMENT/MODIFICATION NO. 329	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002931	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,045.08  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N  
Recovery TAS::89 0222::TAS

See Page 3.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	02/23/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/329	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$4,045.08 to the contract for the grants entered into with the National Institute of Health (NIH) identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$2,675.47 are hereby obligated in support of the project entitled “General Medical Sciences: Accurate Mass Analysis of Singly-Charged Intact Proteins” and funds in the amount of \$1,369.61 are obligated in support of the project entitled “Human Genome Research: DNA Transport and Sequencing Through a Quadrupole Gate”. The total amount of funds obligated under this contract since its inception is increased from \$10,915,835,704.66 to \$10,915,839,749.74.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Grant Number(s):

<b>Grant Number</b>	<b>Grant Title</b>
NIH Grant No. R01GM088501	General Medical Sciences: Accurate Mass Analysis of Singly-Charged Intact Proteins
NIH Grant No. R21HG004764 (See Mod 309 for Grant Documents)	Human Genome Research: DNA Transport and Sequencing Through a Quadrupole Gate

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 2

Fiscal Year: 2010

Fiscal Month: 05

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: February 12, 2010 at 08:02:30 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	160,000.00	2,675.47	162,675.47	162,675.47
<i>AY 2010 - NIH - Grant # 1R01GM088501-01; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	50,000.00	1,369.61	51,369.61	51,369.61
<i>AY 2010 - NIH - Grant # 3R21HG004764-02S1; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	210,000.00	4,045.08	214,045.08	214,045.08
<b>Total for Fund Type: 2D</b>										0.00	210,000.00	4,045.08	214,045.08	214,045.08
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	0.00	0.00	0.00	73,309,371.42
<b>Total for Fund Type: 3D</b>										73,309,371.42	0.00	0.00	0.00	73,309,371.42
<b>Total for Recipient Code: OR</b>										73,309,371.42	210,000.00	4,045.08	214,045.08	73,523,416.50
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	210,000.00	4,045.08	214,045.08	73,523,416.50

Financial Plan Number: 2

Fiscal Year: 2010

Fiscal Month: 05

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: February 12, 2010 at 08:02:30

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	4,045.08
Grand Total:	4,045.08
Total Non-Appropriated Funds:	4,045.08

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

March 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 330**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$17,936,000 to the contract for multiple Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased from \$10,915,839,749.74 to \$10,933,775,749.74.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 330	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC002917	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$17,936,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N  
Recovery TAS::89 0331::TAS

See Page 3.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 02/23/2010

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/330

PAGE OF  
2 4

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$17,936,000.00 to the contract for the Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.

B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$17,936,000.00 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$10,915,839,749.74 to \$10,933,775,749.74.

C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification, as applicable, are identified in the following referenced Work Authorizations:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. BT-470002-20727-10, Rev. 1-6 (Attachment 1a)	Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)
WA No. BM-470002-20472-10, Rev. 1 & 2 (Attachment 1b)	Transportation Infrastructure Activities
WA No. GT-470002-20685-10, Rev. 1-4 (Attachment 1c)	EGS R&D
WA No. BT-470002-20745-10 Rev. 1 (Attachment 1d)	Solid State Lighting
WA No. BT-470002-20742-10 Rev 7-9, 12, & 13 (Attachment 1e)	Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)
WA No. WW-470002-20464-10 (Attachment 1f)	Wind Energy Technology R&D and Testing
WA No. WI-470002-20455-10 (Attachment 1g)	Evaluation ARRA 2009
WA No. -470002-20698-10 (Attachment 1h)	EECBG Formula Grants Technical Assistance

Note that the following Work Authorizations are funded by this action but do not appear in the table above because they are found on previous modifications: BT47002-29743-10; SL470002-20479-10; 471999-20758-10B; IF470002-20421-10; IF470002-20416-10; WI470002-20443-09.

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and

conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

F. All other terms and conditions remain unchanged.

**Attachment 1a**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits) <i>ARRA</i>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee		Organization Code: EE-2J	Telephone No: (202) 586-1689
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code: EE-3B	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love Telephone No: (865) 574-4346	
8. Work Authorization Number: BT-470002-20727-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$325,000	\$325,000
11. Performance period covered by funds: From: 10/17/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009 <i>11/10 INCL</i>	13. Expected Completion Date: 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$325,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20334 - Retrofit Research at >50% Energy Savings in accordance with AOP# 2004060. Using the retrofit house from the DOE/TVA three-test-house project, this project will model and analyze the energy savings measurements and the hard builder cost of the retrofit package used in the Campbell Creek houses. Use BeOpt, BESTest, EnergyPlus, EnergyGauge, Remrate, and Manual J and Manual D software along with the actual walk-through audit results from the TVA residential retrofit program to generate a predicted optimum extreme retrofit package for the house type with the highest market demand and the potential to attain 40 -50% energy savings using the DOE Building America Benchmark process. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Roland J. Risser, Signature: <i>[Signature]</i> Date: 1/19/10 Program Manager			
17. DOE Field Organization Official: Name (typed): M.G. Branton, Signature: <i>[Signature]</i> Date: 2-12-10			

1a

<b>18. Contractor's Authorized Representative:</b>		
Name (typed): <u>D.C. Christensen</u>	Signature: <u>[Signature]</u>	Date: <u>for bcc</u>
<b>19. DOE Contracting Officer (or delegated representative)</b>		
Name (typed): <u>MARK A. MILLON</u>	Signature: <u>[Signature]</u>	Date: <u>2/11/10</u>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43171; Complete report to DOE documenting the predicted optimum extreme retrofit package to attain at least 40% energy savings using the DOE Building America Benchmark process. - Plan Complete: 4/30/2010  
Milestone: 43172; Complete fact sheet on all ten houses selected for the extreme retrofit include age, floor space, number of stories, estimated SEER and HSPF of all HVAC units, etc. - Plan Complete: 6/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

**Section C: Contractor Recovery Act Deliverables:**

Report on predicted optimum retrofit package. Fact sheet on all houses selected for the extreme retrofit package.

FED 10-9039-RA AFP Jan

BT - 47002 - 20727 - 10, 1





U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits) <i>ARRA</i>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee		Organization Code: EE-2J	Telephone No: (202) 586-1689
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code: EE-3B	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love Telephone No: (865) 574-4346	
8. Work Authorization Number: BT-470002-20742-10		9. Revision Number: 2	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$200,000	\$200,000
<i>11/1/2010 WCL</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> <i>11/1/2010 WCL</i>	13. Expected Completion Date: 9/30/2012
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$200,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20341 - BA New Home Technical Support in accordance with AOP# 2004060. This task will provide technical support to Schaad Companies, the company responsible for building 4 high-performance unoccupied research homes for DOE. Information packages will be developed that effectively communicate how to build the Schaad 3 and 4 houses that in the mixed humid climate region will achieve the 50+% savings level using proven technologies. The project will also compare of measurements of two different horizontal geothermal loop systems, one vertical loop geothermal system and one SEER 19 air source heat pump. Particular interest is detailed measurement of the advanced 2 ton Geothermal system and the SEER- 19 air source heat pump that have promise of retrofit applications. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Roland J. Risser, Program Manager	Signature: <i>[Signature]</i>	Date: <i>11/9/10</i>	
17. DOE Field Organization Official:			
Name (typed): M.G. Brandon	Signature: <i>[Signature]</i>	Date: 2-12-10	

18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: <i>Johnny D. Christensen</i>	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43173: Complete report documenting the information package testing and validation methodology. -  
 Plan Complete: 6/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.


**Section C: Contractor Recovery Act Deliverables:**

Information package testing and validation methodology report. Performance report for two high-performance houses.

FED 10-9039-RA AFP Jan

*BT-47002-20742-10,2*



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee		Organization Code: EE-2J	Telephone No: (202) 586-1689
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code: EE-3B	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love Telephone No: (865) 574-4346	
8. Work Authorization Number: BT-470002-20742-10		9. Revision Number: 3	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
BT0101000-05794-1004210 (2009)	\$0	\$157,000	\$157,000
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010			
12. Work Start Date: 10/1/2009		13. Expected Completion Date: 9/30/2010	
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$157,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20339 - Building America Lab Retrofit Houses and Systems Research in accordance with AOP# 2004060. Over the 2008-2009 winter heating and summer season, detailed measurements were made on an "extreme energy retrofit" package of technologies on the Campbell Creek "retrofit" house (HERS =66) that was found to save 35-40 percent on a whole house energy consumption basis compared to the "builder" house (HERS= 85) next door with identical floor plan, orientation, shading and thermostat settings. This project will determine if the energy consumption and home operation documentation from the 10 occupied retrofitted houses can be used to develop energy saving simulated occupancy for the three Campbell Creek and four Wolf Creek DOE/TVA retrofit research houses. Additional tasks will include creating defensible/documented occupant energy use schedules and temperature settings for "energy efficient" behavior patterns for implementation in the Campbell Creek retrofit research houses. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Roland J. Rissor, Program Manager			
Signature: 		Date: 1/9/10	

17. DOE Field Organization Official:		
Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 2-12-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: Johnny A. for DCC	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 2/10/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43169; Complete defensible/documented occupant energy use schedules and temperature settings for "energy efficient" behavior patterns for implementation in the Campbell Creek retrofit research houses. - Plan Complete: 5/1/2010  
 Milestone: 43170; Complete report documenting the two and three story ZEHcor wall performance in Wolf Creek research houses. - Plan Complete: 2/28/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

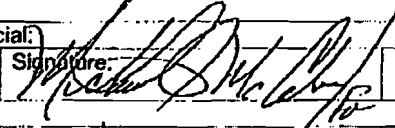
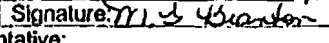
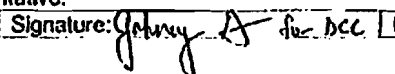
**Section C: Contractor Recovery Act Deliverables:**

Occupant energy use schedules and temperature settings for energy efficient behavior patterns. Wolf Creek research houses ZEHcor wall performance report.

FED 10-9039-RA AFP Jan

B1- 47002-20742-10, 3



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee                      Organization Code: EE-2J                      Telephone No: (202) 586-1689			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number: BT-470002-20742-10		9. Revision Number: 4	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$300,000	\$300,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: 10/1/2009 <sup>1/1/2010 WCL</sup>	13. Expected Completion Date: 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$300,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20337-Documentation & Resource Development in accordance with AOP# 2004060. Building America has been focusing on energy efficient new construction for over 15 years. Most of American homes are now in need of major retrofitting. This project proposes to provide information and instruction on how to retrofit and save money on utility bills in the process. By working with industry professionals, we will assemble the latest information on energy efficient technologies and provide step by step instructions on how to utilize the information to make all homes safe, comfortable and energy efficient. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Roland J. Risser, Program Manager	Signature: 	Date: 1/19/10	
17. DOE Field Organization Official:			
Name (typed): M.G. Branton	Signature: 	Date: 2-12-10	
18. Contractor's Authorized Representative:			
Name (typed): De Christensen	Signature: 	Date: 2/17/2010	

19. DOE Contracting Officer (or delegated representative)

Name (typed): MARK A. MILLER Signature: Mark A. Miller Date: 2/11/10

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43168; Complete report on "No Regrets Remodeling." - Plan Complete: 9/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures: Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

**Section C: Contractor Recovery Act Deliverables:**

"No regrets remodeling" report.

FED 10-9039-RA AFP Jan

*BT- 470002-20742-10, 4*





- Office: **EERE**  
 FY: **2010**
- Energy Efficiency and Renewable Energy
    - National Administration
    - DOE Offices
    - Main by Area
      - Division Program
      - Energy Technology Program
        - BTO-2009-01-01-Building America
          - BA-01-01-01-Home Technical Support
          - BA-01-01-02-Home Energy Audits
          - BA-01-01-03-Home Energy Storage
          - BA-01-01-04-Home Energy Technical Support
          - Building America Lab Fees
          - Building America Training
          - Federal BA Support Funds
          - Research and Development
          - Research Support to DOE/EE
          - Research Support to DOE/EE
          - Research Support
        - BTO-2009-01-02-Operational Assessments
        - BTO-2009-01-03-Energy Storage R&D
      - Funding and Information
      - Federal Energy Management Program
      - General Technology Program
      - HQ Offices
      - Research Technology
      - Title Energy
      - Weatherization and Energy Efficiency
      - Wind and Hydrogen Technology
    - Technology Development

Portfolio Management Funding Information Reports Search  
 EERE Agreement Documentation & Resource Development (Agreement ID: 20337)

Go to this Page  
[Basic Information](#) [Funding Authority](#) [Cost & Obligations](#) [Milestones](#) [Subcontractors](#) [Documents](#) [Statistics](#)

Total Contract Value:  Total Cost Share Value:

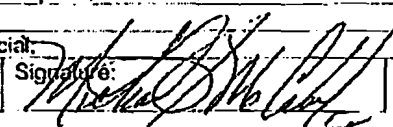
**Mortgage/Out-Year Planning Data**

FY	Amount
2009	\$0.00
2010	\$0.00
2011	\$0.00
2012	\$0.00
2013	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
200742-028193	2010	Jan	\$300,000.00	BTO101000-05784-1004210-Building America (2009)	C	Operating	Program Guidance
<b>Total</b>			<b>\$300,000.00</b>				

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee		Organization Code: EE-2J	Telephone No: (202) 586-1689
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code: EE-3B	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pal M. Love Telephone No: (865) 574-4348	
8. Work Authorization Number: BT-470002-20742-10		9. Revision Number: 5	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$500,000	\$500,000
11. Performance period covered by funds: From: <del>10/1/2009</del> <sup>1/1/2010</sup> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> <sup>1/1/2010</sup>	13. Expected Completion Date: 9/30/2010
14. Statement of Work:			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$500,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20677 - BA Retrofit Technical Support in accordance with AOP# 2004060. This will provide the technical support needed to execute the 10 extreme residential retrofits. ORNL will team with various retrofit partners for directing and generating technical support implementation. Some of these partners include, City of Knoxville, State of Tennessee, Town of Farragut, Tennessee, Knoxville Utility, etc. The technical approach starts with a team examination of the 1st year of data collection on what was thought to be a most cost effective retrofit for the most common type of house in TVA's service territory. Using BeOpt, BESTest, EnergyPlus, EnergyGauge, Remrato, and Manual J and Manual D software along with the actual walk-through audit results from the TVA residential retrofit program, optimum extreme retrofit packages will be recommended for the mixed humid climate for the house types with the highest market demand and the potential to attain 40-50% energy savings using the DOE Building America Benchmark process. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code:			
Attachment A. Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Roland J. Risser, Program Manager		Signature: 	Date: 1/19/10

17. DOE Field Organization Official:		
Name (typed): M.G. Granton	Signature: M.G. Granton	Date: 2-12-10
18. Contractor's Authorized Representative:		
Name (typed): A.C. Christensen	Signature: Johnny A. for DCC	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43178; Obligate funding. - Plan Complete: 9/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

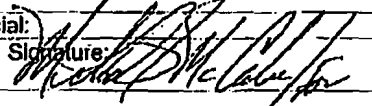
**Section C: Contractor Recovery Act Deliverables:**

An electronic book on strategies and technical pathways and heavily rendered critical details for achieving extreme energy savings retrofits of 40-50%.

FED 10-9039-RA AFP Jan

BT-47002-20742-10, 5



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Edward Pollock, Jr.		Organization Code: EE-2J	Telephone No: (202) 586-5778
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code: EE-3B	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Jeffrey Christian Telephone No: (865) 574-5207	
8. Work Authorization Number: * BT-170002-20742-10		9. Revision Number: 6	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$150,000	\$150,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010			
12. Work Start Date: 10/1/2009		13. Expected Completion Date: 9/30/2010	
14. Statement of Work: <u>Specific Recovery Act Statement of Work</u> Carryover funding in the amount of \$150,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20094-BA Retrofit Analysis in accordance with AOP# 2004060. This task is to validate a computer model and retrofit costs of house 2 at Campbell Creek with the heating and cooling season performance measurements already collected. The costs from the Campbell Creek house have been taken directly from the invoices. These costs will be the starting point for gathering hard quotes on 10 houses from TVA residential retrofit certified contractors. Each of the selected 10 test homeowners will provide detailed characteristics of the home and at least 12 months (preferably 36 months) of historic energy bills for the home. Three HVAC contractors who have worked with ORNL on the near zero energy houses have agreed to provide detailed cost estimates to remove the two old HVAC systems and replace them with the high-efficiency single zoned systems located in an insulated and sealed attic. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Roland J. Risser, Program Manager	Signature: 	Date: 1/19/10	
17. DOE Field Organization Official:			

Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 2-12-10
18. Contractor's Authorized Representative:		
Name (typed): A.P. Christensen	Signature: Johnny A. for NCC	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLER	Signature: Mark A. Miller	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43279; Complete report on optimum energy retrofit packages with neutral cash flow for common house type retrofit candidates participating in TVA's In-home Energy Evaluation. - Plan Complete: 1/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

**Section C: Contractor Recovery Act Deliverables:**

Report on optimum energy retrofit packages.

FED 10-9039-RA AFP Jan

BT-470002-20742-10, 6



**Attachment 1b**



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: <i>APPX</i> B5 Transportation Infrastructure Activities		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Alicia Lindauer-Thompson		Organization Code:	Telephone No: (202) 586-8847
3. Headquarters Budget Point of Contact: Name: Leshawn Sutton		Organization Code: EE-3B	Telephone No: (202) 586-9258
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Mark Downing Telephone No: (865) 576-8140	
8. Work Authorization Number: BM-470002-20472-10		9. Revision Number: 2	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BM0102060-05794-1004173 (2009)	<del>\$0</del>	\$2,170,000	\$2,170,000
<i>See attached printout</i>			
11. Performance period covered by funds: From: <del>01/2010</del> To: <del>9/30/2010</del> <i>1/31/2011</i>		12. Work Start Date: <del>01/2010</del>	13. Expected Completion Date: <del>01/30/2010</del> <i>1/31/2011</i> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">make</span>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$2,170,000 is authorized for BM0102060-05794-1004173-Biorefinery (2009). These funds are made available for Project #20472 - B5 Transportation Infrastructure Activities. These funds are to be distributed to Agreement # 19087-B5 - WBS 8.5.10.2 ORNL Intermediate Blends Testing (Phase 1 & 2) (Project number: 2004570) in accordance with AOP# 2004570. These funds are made available due to reduced funding for the Infrastructure National Outreach and the Retail Refueling solicitation, and related merit reviews. This funding is to be applied to ORNL I-Blends testing, specifically for Task V4 (full useful life emissions testing). The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BM0102060-1004173 Project Code: 2004570 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): John Ferrell, Acting Program Manager			
Signature: <i>John Ferrell</i>		Date: <i>12/31/09</i>	
17. DOE Field Organization Official: Name (typed): <i>A. Cole G. Branton</i>			
Signature: <i>A. Cole G. Branton</i>		Date: <i>2-17-10</i>	
18. Contractor's Authorized Representative: Name (typed): <i>D.C. Christensen</i>			
Signature: <i>Johnny A. for DCC</i>		Date: <i>2/17/2010</i>	
19. DOE Contracting Officer (or delegated representative): Name (typed): <i>Mark B. Millon</i>			
Signature: <i>Mark B. Millon</i>		Date: <i>2/16/10</i>	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

*ARRA Funds**16*

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Issue contract to testing facility for carrying out full useful life emissions tests on 21 vehicles by January 2010.

**Section B: Contractor Recovery Act Performance Outcomes and Measures: Performance Outcomes and Measures:**

Collect and analyze data on the effects of intermediate ethanol blends on 21 vehicles by December 2010

**Section C: Contractor Recovery Act Deliverables:**

Provide a summary report on full useful life testing by March 2011.

FED 10-5083 AFP Jan

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**00001** | **EERE** | **FY: 2010**

**Ed Agreement: BS - WBS 8.5.10.2 ORIL Intermediate Blends Testing (Phase 1 & 2) (Project number: 2004570) (Agreement ID: 19087)**

Go to: [View Page](#)  
[Basic Information](#) | [Funding Approvals](#) | [Cost & Outputs](#) | [Metrics](#) | [Subgrantees](#) | [Documents](#) | [Sections](#)

**Total Contract Value:** **Total Cost Share Value:**

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**Mortgage/Out-Year Planning Data**

FY	Amount
2009	\$0.00
2010	\$0.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Scholarship Award Values

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**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20472-24318	2009	Jul	\$2,000,000.00	B110102650-05794-1004173-Budgetary, (2009)	R	Operating	Program Guidance
20472-27331	2010	Dec	\$2,000,000.00	B110102650-05794-1004173-Budgetary, (2009)	C	Operating	Program Guidance
20472-28354	2010	Jan	\$2,170,000.00	B110102650-05794-1004173-Budgetary, (2009)	C	Operating	Program Guidance
<b>Total:</b>			<b>\$6,170,000.00</b>				

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U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: <b>ARRA B5 Transportation Infrastructure Activities</b>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Shabnam Fardanesh      Organization Code: EE-2G      Telephone No: (202) 586-7011			
3. Headquarters Budget Point of Contact: Name: Leshawn Sutton      Organization Code: EE-3B      Telephone No: (202) 586-9258			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Robin Graham      Telephone No: (865) 576-7756	
8. Work Authorization Number: * BM-470002-20472-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
BM0102060-05794-1004173 (2009)	\$0 *	\$2,000,000	\$2,000,000
<i>See attached CPS printout</i>			
11. Performance period covered by funds: From: <del>2/1/2010</del> To: <del>9/30/2010</del> <i>1/21/2011</i>		12. Work Start Date: <del>10/1/2009</del>	13. Expected Completion Date: <del>8/30/2010</del> <i>(MND)</i>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$2,000,000 is authorized for BM0102060-05794-1004173-Biorefinery (2009). These funds are made available for Project #20472 - B5 Transportation Infrastructure Activities. These funds are to be distributed to Agreement # 19087-B5 - WBS 8.5.10.2 ORNL Intermediate Blends Testing (Phase 1 & 2) (Project number: 2004570) in accordance with AOP# 2004570. This funding supports ethanol blends testing. Enhanced fuel testing will measure the impacts of higher intermediate ethanol blends (E15 and E20) on existing engines as well as infrastructure. This work will involve two phases. Phase 1 will involve testing newer Tier II emissions level vehicles over their full useful life. Phase 2 will involve additional vehicle testing on used and older Tier II and Tier I emissions level vehicles. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BM0102060-1004173 Project Code: 2004570 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): John Ferrell, Acting Program Manager      Signature: <i>John Ferrell</i> Date: <i>12/31/09</i>			
17. DOE Field Organization Official: Name (typed): <i>Michelle G. Barton</i> Signature: <i>M. G. Barton</i> Date: <i>2-17-10</i>			
18. Contractor's Authorized Representative: Name (typed): <i>DC Christensen</i> Signature: <i>DC Christensen</i> Date: <i>2/17/2010</i>			
19. DOE Contracting Officer (or delegated representative): Name (typed): <i>Mark A. Million</i> Signature: <i>Mark A. Million</i> Date: <i>2/16/10</i>			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal			

ARRA Funds

year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Issue contract to testing facility for carrying out full useful life emissions tests on 21 vehicles by January 2010.

**Section B: Contractor Recovery Act Performance Outcomes and Measures: Performance Outcomes and Measures:**

Collect and analyze data on the effects of intermediate ethanol blends on 21 vehicles by December 2010.

**Section C: Contractor Recovery Act Deliverables:**

Provide a summary report on full useful life testing by March 2011.

FED 10-5079 AFP Dec

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**EERE**  
 FY: 2010

Program Management | Funding Information | Records | Search

Edit Agreement: BS - VBS 8.5.10.1 ORNL Intermediate Blends Testing (Phase 1 & 2) (Project number: 2004570) (Agreement ID: 19037)

Go to Last Page

Basic Information | Funding Information | Cost & Costshare | Metrics | Submittals | Comments | Solutions

**Total Contract Value:** **Total Cost Share Value:**

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**Mortgage/Out-Year Planning Data**

FY	Amount
2009	\$0.00
2010	\$0.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$0.00</b>

165-agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

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**Authorized Program Guidance**

Funding Action Number	FY	UCRN	Amount	Funding Source	Type	Expense Type	Funding Action Type
20472-24049	2009	Jul	\$2,000,000.00	BS0102010-05784-1004173-Budgetary	R	Operating	Program Guidance
20472-27354	2010	Dec	\$2,000,000.00	BS0102010-05784-1004173-Budgetary (2009)	C	Operating	Program Guidance
20472-28354	2010	Jan	\$2,170,000.00	BS0102010-05784-1004173-Budgetary (2009)	C	Operating	Program Guidance
<b>Total:</b>			<b>\$6,170,000.00</b>				

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**Attachment 1c**

ARRA U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190) <i>ARRA</i>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Raymond Fortuna		Organization Code:	Telephone No: (202) 586-1711
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys		Organization Code: EE-3B	Telephone No: (202) 586-8138
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Adrian Sabau Telephone No:	
8. Work Authorization Number: * GT-470002-20685-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
EB4005020-05794-1004281 (2009)	<del>50</del> *	\$705,000	\$705,000
<i>1/1/2010 w/c see attached CPS printouts</i>			
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009	13. Expected Completion Date: 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$705,000 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&D (2004190). These funds are to be distributed to Agreement # 19994-Working Fluids and their Effect on Geothermal Turbines in accordance with FWP# CEEB180. Oak Ridge National Laboratory will evaluate working fluids for a geothermal turbine cycle based on property measurements, molecular dynamics modeling, and thermodynamic modeling to increase the turbine cycle efficiency in binary power plants. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB4005020-1004281 Project Code: 2004190 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official: Name (typed): Edward Wall, Program Manager			
Signature: <i>E. Wall</i>		Date: 1/21/10	
17. DOE Field Organization Official: Name (typed): Michele L. Baanman			
Signature: <i>M. Baanman</i>		Date: 2-17-2010	
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen			
Signature: <i>D.C. Christensen</i>		Date: 2/17/2010	
19. DOE Contracting Officer (or delegated representative) Name (typed): MARK A. MILLION			
Signature: <i>Mark A. Million</i>		Date: 2/16/10	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal			



year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

1) 10/1/10 Prediction of thermodynamic properties for a single component fluid through the critical point. 2) 4/1/11 Obtain the full vapor-liquid equilibrium envelopes and critical points full for one set of mixtures.

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

Thermophysical and thermodynamic properties measured and validated against NIST values.

**Section C: Contractor Recovery Act Deliverables:**

1) thermodynamic properties for several candidate working fluids (2) a computational toolbox for the analysis of mixtures of fluids, turbine design and cooling needs (3) experimental results from Brayton cycle tests (4) recommendations for new working fluids.

FED 10-3029 ARRA AFP Jan

rev. 1

- Office: EERE
- FY: 2010
- Energy Efficiency and Renewable Energy
- Biomass Applications
- DOE Offices
- Policy and Act
- Program Support
- Budget and Accounting
- Facilities and Services
- Federal Energy Storage
- Geothermal Technology
- Information and Data
- R&D
- EERE &
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  - EIS
  - EIS
  - EIS
  - EIS
- HQ Offices
- External Activities
- State Energy
- State Energy
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Portfolio Management Funding Information Reports Search

Agreement: Working Fluids and their Effect on Geothermal Turbines (Agreement ID: 19994)

Go to View Page

Back Information Funding Authority Cost & Obligations Metrics Subscriptions Documents Solutions

Total Contract Value:

Total Cost Share Value:

Mortgage/Out-Year Planning Data

FY	Amount
2009	\$0.00
2010	\$0.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

Authorized Program Guidance

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20435-26293	2009	Sep	\$90,000.00	EB4605020-05794-1004281-EGS	R	Operating	Program Guidance
20595-22359	2010	Jan	\$705,000.00	EB4605020-05794-1004281-EGS (2009)	C	Operating	Program Guidance
<b>Total:</b>			<b>\$795,000.00</b>				

ARRA U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Raymond Fortuna      Organization Code:      Telephone No: (202) 586-1711			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys      Organization Code: EE-3B      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: David Cole      Telephone No: (865) 574-5473	
8. Work Authorization Number: GT-470002-20685-10		9. Revision Number: 2	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
EB4005020-05794-1004281 (2009)	<del>50*</del>	\$400,000	\$400,000
<i>1/1/2010 NCL See attached CPS printout.</i>			
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009	13. Expected Completion Date: 1/1/2010 NCL 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$400,000 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&D (2004190). These funds are to be distributed to Agreement # 19996-Properties of CO2 Rich Pore Fluids and their Effect on Porosity Evolution in EGS Rocks in accordance with FWP# CEEB182. Oak Ridge National Laboratory will 1) characterize CO2 and water bulk and pore fluids by vibrating tube densimetry, 2) determine changing pore and fluid structures using neutron scattering, and 3) conduct real time imaging of the dissolution front and evolution of porosity using x-ray and neutron computed tomography. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB4005020-1004281 Project Code: 2004190 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official: Name (typed): Edward Wall, Program Manager      Signature: <i>Edward Wall</i> Date: 1/21/10			
17. DOE Field Organization Official: Name (typed): Michele G. D'Amico      Signature: <i>M. G. D'Amico</i> Date: 2-17-2010			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen      Signature: <i>Johnny A. Christensen</i> Date: 2/17/2010			
19. DOE Contracting Officer (or delegated representative): Name (typed): MARK A. MILLION      Signature: <i>Mark A. Million</i> Date: 2/16/10			

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

1. thermophysical data on CO<sub>2</sub>-rich fluid mixtures - 12/30/10 2. (a) to probe the pore-scale features likely to be encountered in subsurface environments, and (b) to assess the impact of pore-scale confinement on the properties of CO<sub>2</sub>-rich fluids. - 9/30/11

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

(a) Accurate fluid properties in the relevant pressure, temperature, and composition ranges; (b) predict the migration of such fluids through the fracture/pore environment over variable length scales; and (c) provide provisions in current models for the effects of adsorption and fluid confinement.

**Section C: Contractor Recovery Act Deliverables:**

The quantified parameters critically needed for developing and validating numerical modeling of chemical interactions between EGS reservoir rocks and supercritical CO<sub>2</sub> and CO<sub>2</sub>-rich aqueous fluids.

FED 10-3029 ARRA AFP Jan

rev. 2



- Office: EERE  
FY: 2010
- Energy Efficiency and Renewable Energy
    - Energy Efficiency
    - DOE Office
    - Energy Act
    - Energy Programs
    - Building Technologies Program
    - Energy Efficiency
    - Federal Energy Management Program
    - Geothermal Technology Program
    - Hydrogen and Fuel Cells
      - F&D
      - DOE H2O (2010-2011)
      - Fuel Cells, H2, & O2
      - Hydrogen Production
      - Hydrogen Storage
      - Hydrogen Utilization
    - H2 Cost-reduction
    - Industrial Technologies
    - State Energy
    - Wind, Solar, and Storage Research
    - Wind, Solar, Storage, and Technologies
  - Technology Development

Portfolio Management | Funding Information | Reports | Search

EdI Agreement: Properties of CO2 Rich Pore Fluids and their Effect on Porosity Evolution in EGS Rocks (Agreement ID: 19916)

Go to View Page  
[Basic Information](#) | [Funding Authorizations](#) | [Cost & Obligations](#) | [Milestones](#) | [Subcontractors](#) | [Documents](#) | [Attachments](#)

Total Contract Value:  Total Cost Share Value:

**Mortgage/Out-Year Planning Data**

FY	Amount
2009	\$0.00
2010	\$3.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$3.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Subcontractor Award Values

**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20595-20292	2009	Sep	\$800,000.00	EB-0002020-05794-1034281-EGS	R	Operating	Program Guidance
20685-20661	2010	Jan	\$400,000.00	EB-0002020-05794-1034281-EGS (2009)	C	Operating	Program Guidance
<b>Total</b>			<b>\$1,000,000.00</b>				

ARRA U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Raymond Fortuna      Organization Code:      Telephone No: (202) 586-1711			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys      Organization Code: EE-3B      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: William Peter      Telephone No:	
8. Work Authorization Number: GT-470002-20685-10		9. Revision Number: 3	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
EB4005020-05794- 1004281 (2009)	\$0 *	\$434,000	\$434,000
<i>2/1/2010 NCL See attached CRB printout</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 1/1/2010 NCL	
13. Expected Completion Date: 9/30/2010			
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$434,000 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&D (2004190). These funds are to be distributed to Agreement # 19998-Wear-Resistant NanoComposite Stainless Steel Coatings and Bits for Geothermal Drilling in accordance with FWP# CEEB183. Oak Ridge National Laboratory will develop ultra hard, wear resistant nanocomposite stainless steels coatings and bulk components to increase the lifetime of drill tooling in harsh geothermal environments. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB4005020-1004281 Project Code: 2004190 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official: Name (typed): Edward Wall, Program Manager      Signature: <i>Edward Wall</i> Date: 1/21/10			
17. DOE Field Organization Official: Name (typed): Michelle G. Brantley      Signature: <i>M. G. Brantley</i> Date: 2-17-2010			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen      Signature: <i>D.C. Christensen</i> Date: 2/17/2010			
19. DOE Contracting Officer (or delegated representative): Name (typed): MARKA MILLION      Signature: <i>Marka Million</i> Date: 2/16/10			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal			

year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

ORNL will have performed wear tests using abrasive wear loop apparatus, salt fog tests for corrosion, and fracture toughness/impact tests to compare coatings and bulk samples with H13 steel, 316 stainless steel, and WC/20% Co. 12/30/10 In addition, ORNL will develop, validate and create baseline data using a unique testing apparatus for simulating geothermal conditions.

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

The coatings/bulk samples must have equal or better salt fog test results than the 316 stainless steel, equal or better abrasive wear test results than H13 steel, and equal or better fracture toughness results than WC/20%Co.

**Section C: Contractor Recovery Act Deliverables:**

A mid-project report containing metallurgical, mechanical and corrosion results will be provided in 18 months.

FED 10-3029 ARRA AFP Jan

REV. 3





**ARRA**  
**U.S. DEPARTMENT OF ENERGY**  
**CONTRACT WORK AUTHORIZATION**

1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Raymond Fortuna		Organization Code:	Telephone No: (202) 586-1711
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys		Organization Code: EF-3B	Telephone No: (202) 586-8138
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Halice Akkurt Telephone No: (865) 574-9143	
8. Work Authorization Number: GT-470002-20685-10		9. Revision Number: 4	
10. Funds Authorized during FY 2010:			
<b>B&amp;R Code</b>	<b>Previous</b>	<b>Change</b>	<b>Current</b>
EB4005020-05794-1004281 (2009)	\$0 *	\$385,000	\$385,000
<i>11/2009 ncc See attached CPS printout</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 11/2009 ncc	13. Expected Completion Date: 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$385,000 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&D (2004190). These funds are to be distributed to Agreement # 19999-Feasibility and Design Studies for a High Temperature Downhole Tool in accordance with FWP# CEEB181. Oak Ridge National Laboratory will perform feasibility and design studies for a high temperature downhole tool that can measure the porosity, lithology, and density profile of geothermal wells. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB4005020-1004281 Project Code: 2004190 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official: Name (typed): Edward Wall, Program Manager Signature: <i>Edward Wall</i> Date: 1/21/10			
17. DOE Field Organization Official: Name (typed): <i>Michelle G. Branton</i> Signature: <i>M. G. Branton</i> Date: 2-17-2010			
18. Contractor's Authorized Representative: Name (typed): <i>D.C. Christensen</i> Signature: <i>D.C. Christensen</i> Date: 2/17/2010			
19. DOE Contracting Officer (or delegated representative) Name (typed): <i>Mark A. Mullion</i> Signature: <i>Mark A. Mullion</i> Date: 2/16/10			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal			

year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Evaluation and testing of the commercially available scintillator materials (for photon detection) and moderator materials (for neutron detector) for temperature and pressure to determine operation range. Temperature tests will be conducted up to 400oC. Further tests will be performed to investigate if temperature/pressure resistance could be improved by using different encapsulation materials/or the detectors. Simulations will be performed for optimum tool design to determine the number and types of detectors for the optimum response. Go/no-go: None of the commercially available scintillators meet the criteria, then we move to crystals that are not commercially available (i.e., SrI2:Eu2+, CeCl3). If plastic moderators do not work, we will evaluate other candidate moderator materials. 9/30/10.

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

Determination of the operating range with validation results from both tests and simulations. Demonstration of the response within the operation range.

**Section C: Contractor Recovery Act Deliverables:**

Progress report documenting the results from the first phase of the feasibility studies, including the test results and status. The report will also discuss the path forward for the second half of the project based on findings

FED 10-3029 ARRA AFP Jan

rev. 4



**Attachment 1d**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP6-2004100-Solid State Lighting <i>ARRA</i>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: James Brodrick      Organization Code: EE-2J      Telephone No: (202) 586-1856			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code: EE-3B      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love      Telephone No: (865) 574-4346	
8. Work Authorization Number: * BT-470002-20745-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0301000-05794-1004214 (2009)	\$0	\$1,200,000	\$1,200,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> <i>1/1/2010 wcl</i>	13. Expected Completion Date: 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$1,200,000 is authorized for BT0301000-05794-1004214-Lighting R&D (2009). These funds are made available for Project # 20745 - BTP6-2004100-Solid State Lighting. These funds are to be distributed to Agreement # 20348 - SSL LARGE RETAIL OUTREACH in accordance with AOP# 2004100. This scope of work covers Recovery Act Funding for solid-state lighting (SSL) outreach to large retail partners for an 18-month program. The key components of the outreach include cooperative marketing support, expansion of the Lighting Facts web site, product testing and analysis, and monitoring and reporting of program results. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0301000-1004214 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Roland J. Rissor, Program Manager      Signature: <i>[Signature]</i> Date: <i>1/19/10</i>			
17. DOE Field Organization Official: Name (typed): <i>Michele G. Brunton</i> Signature: <i>M. G. Brunton</i> Date: <i>2/16/2010</i>			
18. Contractor's Authorized Representative: Name (typed): <i>De Christensen</i> Signature: <i>[Signature]</i> Date: <i>2/17/2010</i>			
19. DOE Contracting Officer (or delegated representative): Name (typed): <i>MARK A. MILLON</i> Signature: <i>[Signature]</i> Date: <i>2/11/10</i>			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

1d

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43052; Complete approval of retailer proposals. - Plan Complete: 9/30/2010 Milestone: 43353; Complete development of marketing material. - Plan Complete: 9/30/2010 Milestone: 43354; Complete monthly product testing and analysis report. - Plan Complete: 9/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

o Complete 4 approved proposals by 3 months after receipt of funding. o Complete marketing materials by 6 months after receipt of funding. o Test 16 products for retailers to select for sale in their stores by 12 months after receipt of funding.

**Section C: Contractor Recovery Act Deliverables:**

o Approved retailer proposals. o Final marketing materials. o Product list and product testing and analysis reports.

FED 10-9039-RA AFP Jan

BT - 470002 - 20145 - 10, 1

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**Office:** EERE **FY:** 2010

Energy Efficiency and Renewable Energy  
 System Administration  
 DOE Offices  
 Bureau of Energy Efficiency  
 Energy Efficiency Programs  
 Energy Efficiency Financial Incentives  
 Energy Efficiency Technical Assistance  
 Energy Efficiency Training  
 Energy Efficiency Policy  
 Energy Efficiency Research and Development  
 Energy Efficiency Standards  
 Energy Efficiency Programs  
 Energy Efficiency Policy  
 Energy Efficiency Research and Development  
 Energy Efficiency Standards

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**Edi Agreement SSL LARGE RETAIL OUTREACH (Agreement ID: 20340)**

Go to web Page

Basic Information Funding Administrators Cost & Categories Milestones Subcontractors Documents Solicitors

Total Contract Value:  Total Cost Share Value:

**Mortgage/Out-Year Planning Data**

FY	Amount
2009	\$0.00
2010	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20745-28363	2010	Jan	\$1,200,000.00	870301000-05794-1004214-Lighting RSD (2002)	C	Operating	Program Guidance
<b>Total</b>			<b>\$1,200,000.00</b>				

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**Attachment 1e**



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee                      Organization Code: EE-2J                      Telephone No: (202) 586-1689			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-1346	
8. Work Authorization Number: BT-470002-20742-10		9. Revision Number: 7	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$530,000	\$530,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: 10/1/2009 1/1/2010 <i>WCC</i>	
13. Expected Completion Date: 9/30/2010			
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$530,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20695-BA Retrofit Market Transformation - Documentation in accordance with AOP# 2004060. To support the market transformation effort and reach DOE's aggressive goals, the DRD team will support Building America teams in their efforts to recruit, partner and disseminate results. The approach will differ by climate region, demographic segment, housing stock, and regional conventions, but is likely to include developing key messaging and outreach materials for print and online dissemination, and support at national, regional, and local trade and educational conferences. A key to success will be the development of a strategic market transformation plan. The plan will be developed based on interviews with key stakeholders combined with market analysis. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Roland J. Risser, Program Manager                      Signature: <i>[Signature]</i> Date: 1/19/10			
17. DOE Field Organization Official: Name (typed): M.G. Branton                      Signature: <i>[Signature]</i> Date: 2-12-10			

le

18. Contractor's Authorized Representative:		
Name (typed): J. C. Christensen	Signature: <i>[Signature]</i>	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLION	Signature: <i>[Signature]</i>	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43289: Complete market transformation plan addressing tactics for region and outcome measures. -  
 Plan Complete: 4/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures: rformance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

**Section C: Contractor Recovery Act Deliverables:**

Market transformation plan. Final report.

**FED 10-9039-RA AFP Jan**

*BT - 470002 - 20742 - 10, 7*

- Office: **EERE**  
 FY: **2010**
- Energy Efficiency Research Energy
  - Energy Administration
  - DOE Contract
  - Energy Act
  - Energy Program
  - Energy Technology Program
  - BTTC-2010-001-Regional Bus**
    - BA Part: Motor Vehicle Mfg
    - BA Part: Analysis
    - BA Part: Fuel System
    - BA Part: Quality Management
    - BA Part: Technical Support
    - Building America Lab Sites
    - Documentation & Reports
    - Project BA Technical Support
    - Research Delivery and Data
    - Research Funding in 2010
    - Research Support
  - BTTC-2010-002-Regional Area
  - BTTC-2010-003-Regional Area
  - Fuel Cells and Hydrogen
  - Federal Energy Management Program
  - Operational Technology Program
  - HQ Operations
  - Industrial Technologies
  - Solar Energy
  - Transportation and Transportation
  - Wind and Hydrogen Technologies
  - Technology Development

Portfolio Management | Funding Information | Reports | Search

Go to View Page

Basic Information | Funding Authorizers | Cost Objectors | Milestones | Subcontractors | Documents | Solicitors

Est Agreement: BA Retrofit Market Transformation - Documentation (Agreement ID: 20595)

Total Contract Value:  Total Cost Share Value:

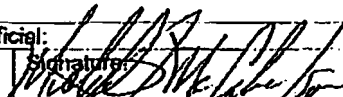
**Mortgage/Out-Year Planning Data**

FY	Amount
2010	\$0.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
23742-20320	2010	Jan	\$530,000.00	810101000-05784-1004210-Building America (2309)	C	Operating	Program Guidance
<b>Total</b>			<b>\$530,000.00</b>				

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee                      Organization Code: EE-2J                      Telephone No: (202) 586-1689			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Jeffrey Christian                      Telephone No: (865) 674-5207	
8. Work Authorization Number: * BT-470002-20742-10		9. Revision Number: 8	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$530,000	\$530,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 1/1/2010 <i>NCL</i>	
		13. Expected Completion Date: 9/30/2010	
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$530,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20696-Focused BA regional Retrofit Market Transformation in accordance with AOP# 2004060. Project# 2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits) This builds on the TVA residential retrofit program just ramping up in the middle of the mixed-humid climate region. TVA and its 158 public power distributors have a long history of residential energy-efficiency programs that had been abandoned up to a few years ago. TVA's latest strategic plan states that it will strive to return to the top quartile of utility-ranked energy efficiency and demand side management programs by 2012. It will also require community involvement information seminars. These will take the form of a series of town hall meetings announcing the retrofit research house findings from the Campbell Creek Retrofit Research Houses. The second major task is to identify individual homeowners, subdivisions with geographically aggregated homes of similar construction, age, and market readiness for major renovation that can integrate the lessons learned from the 10 DOE Building America/TVA retrofit test homes. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Joseph W. Hagerman, Acting Program		Signature: 	Date: 1/19/10

Name (typed): M.G. Branton	Signature: <i>M.G. Branton</i>	Date: 2-12-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: <i>D.C. Christensen</i>	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43293; Obligate Funding. - Plan Complete: 9/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

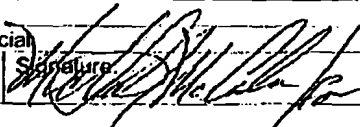
**Section C: Contractor Recovery Act Deliverables:**

Set of fact sheets on each extreme retro home project, with neutral cash flow analysis and documented thermal comfort improvement.

FED 10-9039-RA AFP Jan

BT- 47002-20742-10, 8



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee                      Organization Code: EE-2J                      Telephone No: (202) 586-1689			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number: BT-470002-20742-10		9. Revision Number: 9	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$200,000	\$200,000
11. Performance period covered by funds: From: <del>10/1/2009</del> <sup>11/1/2010</sup> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> <sup>11/1/2010</sup>	
		13. Expected Completion Date: 9/30/2010	
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$200,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20699 - BA Retrofit Quality Management in accordance with AOP# 2004060. This will work to gain an understanding of the most useful uniform reporting format to help DOE compile direct and indirect energy savings, job creation numbers and capabilities left in place for outlying year strides to accelerate energy savings in the countries existing housing stock. Going into the project it is anticipated that this work will provide solid documentation of an extreme retrofit package for homes which has maximum market demand in much of the mixed humid climate. A uniform retrofit construction process needs to be developed. DOE's BA Stage Gate quality assurance criteria will be used and a set of job-ready, quality work statements and job complete instruments need to be generated for major retrofit tasks: insulation, HVAC, window installation, water heater installation, and weatherization using the home performance with Energy Star and DOE BA/EPA thermal bypass check-list criteria. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official Name (typed): Roland J. Risser, Program Manager		Signature: 	Date: 11/9/10
17. DOE Field Organization Official:			

Name (typed):	<i>M.G. Granton</i>	Signature:	<i>M.G. Granton</i>	Date:	<i>2-12-10</i>
18. Contractor's Authorized Representative:					
Name (typed):	<i>D.C. Christensen</i>	Signature:	<i>Johnny A. for DCC</i>	Date:	<i>2/17/2010</i>
19. DOE Contracting Officer (or delegated representative)					
Name (typed):	<i>MARK A. MILLON</i>	Signature:	<i>Mark A. Millon</i>	Date:	<i>2/11/10</i>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.					

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43295; Complete all bid prices and final costs for all energy related retrofit work for all 10 projects placed on the web site. - Plan Complete: 7/30/2010 Milestone: 43297; Complete meeting with DOE, NREL and the Building America performers to define a uniform reporting format to report direct and indirect energy savings, job creation numbers and capabilities left in place for outlying year energy savings. - Plan Complete: 1/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

**Section C: Contractor Recovery Act Deliverables:**

Energy performance summary reports. Bid prices and final costs for all energy related retrofit work.

FED 10-9039-RA AFP Jan

*BT-47002-20742-10, 9*



- Object:** EERE  
**FY:** 2010
- Energy Efficiency and Renewable Energy
  - System Administration
  - DCB Contract
  - Energy Act
  - Wireless Program
  - Multiple Technology Program
    - B77-200404: Evaluation of
      - BA Smart Meter Technology
      - BA Smart Analytics
      - BA Smart Meter Upgrade
      - BA Smart Meter Upgrade
      - BA Smart Meter Upgrade
      - Building America Low Rate
      - Documentation & Materials
      - Federal & State Energy
      - Federal Energy and Data
      - Federal Energy and Data
      - Energy Systems
    - B77-200405: Smart Grid Area
    - B77-200407: Smart Grid Area
  - Federal Energy and Information
  - Federal Energy and Information
  - Federal Energy and Information
  - HQ Contract
  - Federal Energy and Information
  - Energy
  - Wireless Program and Energy and Information
  - Wireless Program and Energy and Information
  - Technology Development

[Profile Management](#) [Funding Information](#) [Reports Search](#)  
 Edit Agreement: BA Retrol Quality Management (Agreement ID: 20698)

Go to this Page  
[Basic Information](#) [Funding Authorized](#) [Cost Object](#) [Warranty](#) [Subcontract](#) [Documents](#) [Schedules](#)

Total Contract Value:  Total Cost Share Value:

**Mortgage/Out-Year Planning Data**

FY	Amount
2010	\$0.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$0.00</b>

Via Agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20742-28722	2010	Jan	\$200,000.00	BTD-10-1008-05784-1004210-Bulking America (2009)	C	Operating	Program Guidance
<b>Total</b>			<b>\$200,000.00</b>				

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Terrence Logee                      Organization Code: EE-2J                      Telephone No: (202) 586-1689			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number: * BT-470002-20742-10		9. Revision Number: 12	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BT0101000-05794-1004210 (2009)	\$0	\$200,000	\$200,000
<i>11/1/2010 NCL</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 11/1/2010 <i>NCL</i>	13. Expected Completion Date: 9/30/2012
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$200,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20705 - Retrofit Systems in accordance with AOP# 2004060. In foundation wall retrofits the interior of the walls of existing homes is often impossible to get at because of all the shelving, mechanical equipment, cabinets, electrical panels interior wall edge interfaces, and many times drywall and paneling. High pressure water drilling has gained ground in below grade applications. ORNL has identified several companies that have drilling experience that will partner on a demonstration. ORNL will install a section of below grade insulation after slurry excavation on the Envelope Systems Research Facility that has been used to test foundation insulation systems for the last 20 years. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): Roland J. Risser, Program Manager                      Signature: <i>[Signature]</i> Date: 11/9/10			
17. DOE Field Organization Official: Name (typed): M. G. Brenton                      Signature: <i>[Signature]</i> Date: 2-12-10			
18. Contractor's Authorized Representative:			

Name (typed): D.C. Christensen	Signature: Johnny J. for hcc	Date: 2/17/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 43332; Complete letter report to DOE on an extensive literature search for foundation excavation using water slurry technique. - Plan Complete: 9/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures: rformance Outcomes and Measures:**

All project reports and documentation free of technical, grammatical and delivery errors. Key milestones completed within schedule.

**Section C: Contractor Recovery Act Deliverables:**

Letter report to DOE on extensive literature search for foundation excavation using water slurry technique.

FED 10-9039-RA AFP Jan

BT- 470002-20742-10, 12

- Office: **EERE**  
 FY: **2010**
- Energy Efficiency and Renewable Energy
  - Business Administration
  - DOE Offices
  - Energy Act
  - Strategic Plan
  - Strategic Technology Program
  - BTF2-2004-2009-Research & Dev
    - BA Support Office Technical Support
    - BA Research Analysis
    - BA Research Administration
    - BA Research Quality Management
    - BA Research Technical Support
    - Building America's Energy
    - Departmental & Research
    - Federal R&D of and Energy
    - Energy Efficiency and R&D
    - Energy Research in 2014
    - Energy Research
  - BTF2-2004-2009-Research & Dev
  - BTF2-2004-2009-Research & Dev
  - Energy and Information
  - Federal Energy Management Program
  - Operation of Technology Program
  - Energy Efficiency
  - Industrial Technologies
  - Solar Energy
  - Water, Wind, and Energy Efficiency
  - Wind and Energy Efficiency Technologies
  - Technology Development

Portfolio Management Funding Information Reports Search  
**Edit Agreement Retrofit Systems (Agreement ID: 20785)**

Go to View Page  
 Basic Information Funding Authorizations Cost Obligations Milestones Subcontractors Documents Selectors

Total Contract Value:   
 Total Cost Share Value:

**Mortgage/Out-Year Planning Data**

FY	Amount
2010	\$0.00
2011	\$0.00
2012	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Scholarship Awards Values

**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20742-28348	2010	Jan	\$200,000.00	810101000-05794-1004213-Building America (2309)	C	Operating	Program Guidance
<b>Total</b>			<b>-\$200,000.00</b>				

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

<b>1a. Solicitation/Project Title:</b> BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits)		<b>1b. Work Proposal Number (if applicable):</b>	
<b>2. Headquarters Program Point of Contact:</b> Name: Terrence Logee      Organization Code: EE-2J      Telephone No: (202) 586-1689			
<b>3. Headquarters Budget Point of Contact:</b> Name: Norman Hurwitz      Organization Code: EE-3B      Telephone No: (202) 287-5588			
<b>4. Responsible Program:</b> Office of Energy Efficiency and Renewable Energy		<b>5. Responsible Secretarial Officer:</b> Catherine Zoi	
<b>6. Responsible Field Element:</b> Oak Ridge Operations Office			
<b>7a. Site and Facility Management Contractor:</b> University of Tennessee - Battelle (Oak Ridge National Laboratory)		<b>7b. Contractor Point of Contact:</b> Name: Pat M. Love      Telephone No: (865) 574-4346	
<b>8. Work Authorization Number:</b> BT-470002-20742-10		<b>9. Revision Number:</b> 13	
<b>10. Funds Authorized during FY 2010:</b>			
<b>B&amp;R Code</b>	<b>Previous</b>	<b>Change</b>	<b>Current</b>
BT0101000-05794-1004210 (2009)	\$0	\$1,500,000	\$1,500,000
<b>11. Performance period covered by funds:</b> From: <del>10/1/2009</del> To: 9/30/2010		<b>12. Work Start Date:</b> <del>10/1/2009</del> 1/1/2010 MCL	<b>13. Expected Completion Date:</b> 9/30/2010
<b>14. Statement of Work:</b>			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$1,500,000 is authorized for BT0101000-05794-1004210-Building America (2009). These funds are made available for Project #20742 - BTP2-2004060-Residential Buildings (Building America, Builders Challenge, and Existing Home Retrofits). These funds are to be distributed to Agreement # 20700 - Retrofit Marketing and Behavioral R & D in accordance with AOP# 2004060. The National Building Rating program will provide guidance for building energy retrofits based on state-of-the-art cost and performance data and a national, comprehensive energy efficiency rating system for both residential and commercial buildings. The program's rating system will address the building's physical characteristics (the "asset measurement") and past energy performance (the "operational measurement") as well as its performance relative to other similar buildings ("benchmarking"). These measurements build upon existing tools, including EPA's commercial and residential building benchmarking tools. The program will use a labeling scheme that conveys building energy use information from the rating system to residential and commercial building owners, energy managers, purchasers and other stakeholders. The program will also support continuous improvement of building energy-efficiency by enabling tracking of costs and impacts of energy-efficiency improvements in residential and commercial buildings, including work funded by the DOE Weatherization Assistance Program (WAP), State Energy Program (SEP), and the Energy Efficiency and Conservation Block Grant (EECBG) programs. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy.			
ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BT0101000-1004210 Project Code:			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
<b>15. Reporting Requirements: (Status reports, scientific or technical information or similar)</b>			

<b>16. Work Authorization Program Official:</b>		
Name (typed): Roland J. Risser, Program Manager	Signature: <i>Michael M. Chyba</i>	Date: 1/19/10
<b>17. DOE Field Organization Official:</b>		
Name (typed): M.G. Branton	Signature: <i>M.G. Branton</i>	Date: 2-12-2010
<b>18. Contractor's Authorized Representative:</b>		
Name (typed): <del>D.C. Christensen</del>	Signature: <i>Johnny A. for DOE</i>	Date: 2/17/10
<b>19. DOE Contracting Officer (or delegated representative)</b>		
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 2/11/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**  
Milestone: 43298; Completion of planning document. - Plan Complete: 9/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**  
**Performance Outcomes and Measures:**  
Status update.

**Section C: Contractor Recovery Act Deliverables:**  
Completion of final document.

FED 10-9047-RA AFP Jan

BT - 470002 - 20742 - 10, 13

**Attachment 1f**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Wind Energy Technology R&D and Testing <i>ARCA</i>		1b. Work Proposal Number (if applicable): CEEB140	
2. Headquarters Program Point of Contact: Name: Michael R. Derby <i>MD</i>		Organization Code: EE-2B	Telephone No: (202) 586-8830
3. Headquarters Budget Point of Contact: Name: Tomiko Williams-Edwards		Organization Code:	Telephone No: (202) 586-2828
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Brennan Smith Telephone No: (865) 241-5180	
8. Work Authorization Number: * WW-470002-20484-10		9. Revision Number: 0	
10. Funds Authorized during FY 2010:			
B&E Code	Previous	Change	Current
EB2501030-05794-1004255	\$0	\$50,000	\$50,000
11. Performance period covered by funds: From: 1/04/2010 To: 9/30/2011		12. Work Start Date: 1/04/2010	13. Expected Completion Date: 9/30/2011
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Funding in the amount of \$50,000 is authorized for EB2501030-05794-1004255-Support Ranch & Test. These funds are made available for Project #20484 - Wind Energy Technology R&D and Testing. These funds are to be distributed to Agreement # 20485-2004480 - Wind Turbine Manufacturing Process Monitoring in accordance with FWP# CEEB140. This FWP is related to a proposal that is being submitted in response to a DOE Solicitation entitled "20% Wind by 2030: Overcoming the Challenges," DE-F338-09G069010 under Topic Area 1. ORNL Polymer Matrix Composites staff will play an advisory role in support of GE's proposal to develop a more effective composite prepreg tape laying head for manufacturing spar caps on large wind turbine blades. ORNL will participate in brainstorming sessions, and project reviews, and planning for Phase 2 implementation of the improved processing capability. ORNL will bring extensive composites experience, including connection head development, automated performing, composites processing, and fiber and fiber product form development, to assist in identifying necessary hardware, processing, and material form improvements necessary for full integrated concept development and implementation. ORNL's task will also involve review of complementary technologies useful for development and demonstration of the improved equipment. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 85794, Appropriation: 88-09/10-0331, Allottee: 30 B&E Code/Program Value: EB2501030-1004255 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Megan McCluer Program Manager <i>mm</i>		Signature: <i>[Signature]</i>	Date: 1/4/10
17. DOE Field Organization Official:			

IF



Name (typed): Michele G. Prank	Signature: [Signature]	Date: 1/21/2010
18. Contractor's Authorized Representative:		
Name (typed): JANO CHRISTENSEN	Signature: [Signature]	Date: 21 Jan 2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. PHILLIPS	Signature: [Signature]	Date: 1/23/2010
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

- ORNL will complete initial recommendations to GE on material and processing conditions and accept/reject criteria. September 30, 2010

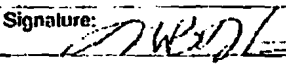


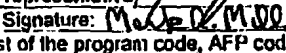
**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL is providing consultation and support to GE's development of an inline inspection system for a prepreg tape delivery head. Most input will be provided to GE directly at meetings or through informal project communications. The project itself will have measurable milestones and deliverables. Formal input to GE will be contained in an annual report and end-of-project report summarizing ORNL's contributions and impact assessment.

**Section C: Contractor Recovery Act Deliverables:**

- ORNL will provide GE with final report input to include a review of complimentary technologies useful for development and demonstration of the improved equipment for composite materials processing, such as advanced robotics, imaging, and image analysis for automated fabrication and inspection. September 30, 2011

**Attachment 1g**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Evaluation ARRA 2009		1b. Work Proposal Number (if applicable): AOP# OR22725	
2. Headquarters Program Point of Contact: Name: Ronald Shaw		Organization Code:	Telephone No: (202) 686-6503
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 580-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg Telephone No: (202) 479-0439	
8. Work Authorization Number: WI-470002-20455-10		9. Revision Number: 0	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
WI0702000-05797-1004760	\$0	\$5,800,000	\$5,800,000
11. Performance period covered by funds: From: <del>10/4/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/4/2009</del> 11/10, NCL	13. Expected Completion Date: 9/30/2010 2013, NCL
14. Statement of Work: Carryover funding in the amount of \$5,800,000 is authorized for Weatherization Training & Technical Assistance. These funds are made available for Project #20455 - Evaluation ARRA 2009. These funds are to be distributed to Agreement # 19052-ORNL Evaluation of WAP in accordance with AOP# OR22725. Oak Ridge National Laboratory's contractor will conduct an evaluation of the Weatherization Assistance Program (WAP) during the period of the implementation of the American Recovery and Reinvestment Act of 2009 (ARRA). This evaluation will encompass WAP Program Years 2009 and 2010. The evaluation will include: an impact analysis that will estimate national energy savings, energy cost savings, and cost effectiveness; a process evaluation that will describe how the weatherization community is dealing with ARRA provisions and expansion of the program; a non-energy benefits analysis that will focus on additional benefits attributable to the program from increases in average weatherization investments in homes, additional reductions in greenhouse gases, and expanded training in weatherization; and a post-ARRA assessment that will document plans being made by states and local agencies to maintain expanded weatherization programs and analyze new ways to leverage resources for weatherization activities, such as through voluntary carbon markets. Oak Ridge National Laboratory may also conduct special studies to estimate energy savings associated with innovations in the delivery of weatherization services, such as neighborhood sweeps and weatherization of public housing units. The awardees will prepare draft and final reports providing detailed assessments of energy savings and other benefits of the program. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Kathleen Hogan, Deputy Assistant Secretary	Signature: 	Date: 11/25/09	
17. DOE Field Organization Official:			
Name (typed): Michele G. Branton	Signature: 	Date: 2-8-2010	
18. Contractor's Authorized Representative:			
Name (typed): D.C. CHRISTENSEN	Signature: 	Date: 2-9-2010	
19. DOE Contracting Officer (or delegated representative):			
Name (typed): MARK A. MILLON	Signature: 	Date: 2/3/10	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
<b>1. Approval of data collection instrument by OMB</b> Instruments will be submitted to OMB in FY 2010, 3 <sup>rd</sup> quarter.	
(Given the unpredictable time to complete the OMB review process, this milestone is expected to be met in FY 2011, 1 <sup>st</sup> quarter or 2 <sup>nd</sup> quarter Delay in approval will result in delay of Data Collections and Delivery of Final Report)	
<b>2. Data collections</b> For national energy savings attributable to WAP for Program Year 2009: FY 2012, 1 <sup>st</sup> quarter (11/15/2011) WAP for Program Year 2010: FY 2013, 1 <sup>st</sup> quarter (11/15/2012)	
Data collection for the process assessment:	FY 2011, 3 <sup>rd</sup> quarter. (6/15/2011)
Data collection for special studies:	FY 2012, 3 <sup>rd</sup> quarter.(6/15/2012)
<b>3. Final Reports</b> Final Report: FY 2013, 4 <sup>th</sup> quarter (9/30/2013)	
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
National energy savings attributable to WAP for Program Years (PY) 2009 & 2010	
Energy savings attributable to innovations in WAP program delivery	
Monetary estimates of non-energy benefits attributable to WAP for PY Years 2009 & 2010	
Estimates of reductions in the emission of greenhouse gases attributable to WAP for PY Years 2009 & 2010	
Qualitative observations about WAP operation and administration for PY Years 2009 & 2010	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Monthly Progress Reports	
Interim reports documenting: Program Year 2009 national energy savings Program Year 2010 national energy savings Program Year 2009 non-energy benefits Program Year 2010 non-energy benefits	
Special Studies Reports: WAP Process Assessment WAP Strategies Assessment for WAP post-ARRA	
Final Project Report	

**Attachment 1h**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact Name: Scott Hine		Organization Code:	Telephone No: (202) 586-6744
3. Headquarters Budget Point of Contact Name: Thomas Heavey		Organization Code: EE-3B	Telephone No: (202) 586-4501
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Greg Turner Telephone No: (865) 241-0848	
8. Work Authorization Number: * -470002-20698-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
EB5100000-05784-1005098 (2008)	\$0	\$200,000	\$200,000
11. Performance period covered by funds: From: 2/5/2010 To: 9/30/2010		12. Work Start Date: 2/5/2010	13. Expected Completion Date: 9/30/2010
14. Statement of Work <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$200,000 is authorized for EB5100000-05784-1005098-HQ PD (2008). These funds are made available for Project #20698 - EECBG Formula Grants Technical Assistance. These funds are to be distributed to Agreement # 20825-ORNL EECBG Technical Assistance. UT-Battelle will provide technical assistance to the DOE ORNL Site Office by working with ORO EECBG grantees in resolving technical issues associated with the strategy submissions under the EECBG program and in expediting document modifications and submissions. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05784, Appropriation: 89-09/10-0331, Allottee: 60 B&R Code/Program Value: EB5100000-1005098 Project Code: 2004940 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): A. Avon Meacham, Director OPBA Signature: <i>[Signature]</i> Date: Feb 5, 2010			
17. DOE Field Organization Official: Name (typed): Michele G. Brandon Signature: <i>[Signature]</i> Date: 2/5/2010			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen Signature: <i>[Signature]</i> Date: 2/5/2010			
19. DOE Contracting Officer (or delegated representative) Name (typed): MARK A. MILLER Signature: <i>[Signature]</i> Date: 2/5/2010			
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

The contractor shall provide technical assistance to EECBG grantees in accordance with the schedule and milestones established by the procurement team. Milestones: Provide technical assistance for block grant applications as requested.

### Section B: Contractor Recovery Act Performance Outcomes and Measures

The contractor will become proficient, knowledgeable and subject matter experts in EECBG grant applications and submissions. All reviews and assistance will be conducted and completed in accordance with the procedures, milestones and schedule specified by the procurement team. The contractor will be assessed on the quality and completeness of EECOB grantee assistance. This will include the ability to successfully articulate and apply the goals and objectives of EECBG in conducting reviews and assistance.

### Section C: Contractor Recovery Act Deliverables

- Provide EECBG grantee assistance in resolving technical issues associated with the strategy submissions and in expediting document modifications.
- Participate in EECBG submission assistance as subject matter experts as required.

FFD 1012122 AFP Feb

**Attachment 2**



## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	0.00	4,170,000.00	4,170,000.00	9,169,613.74
<i>AY 2009 - Work Authorization Number BM-470002-20472-10; Appropriation Number: 8909/100331</i>														
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	0.00	4,170,000.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	0.00	4,592,000.00	4,592,000.00	4,592,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20742-10; Appropriation Number 8909/100331 (\$4,267,000)</i>														
<i>Work Authorization Number BT-470002-20727-10; Appropriation Number 8909/100331 (\$325,000)</i>														
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20743-10; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	0.00	1,200,000.00	1,200,000.00	1,200,000.00
<i>AY 2009 - Work Authorization Number: BT-470002-20745-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	500,000.00	5,792,000.00	6,292,000.00	8,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<i>AY 2009 - Work Authorization SL-470002-20479-10 Appropriation # 8909/100331.91</i>														
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	0.00	50,000.00	50,000.00	50,000.00
<i>AY 2009 - Work Authorization Number WW-470002-20464-10 Appropriation 8909/10-0331</i>														
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	0.00	50,000.00	50,000.00	50,000.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	0.00	1,924,000.00	1,924,000.00	3,844,000.00
<i>AY 2009 - Work Authorization Number GT-470002-20685-10; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	0.00	1,924,000.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B; Appropriation Number 8909/100331</i>														
<i>W</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	200,000.00	200,000.00	400,000.00	550,291.32
<i>AY 2009 - Work Authorization Number 470002-20476-10; Appropriation Symbol 8909/100331</i>														
<i>Work Authorization Number: 470002-20698-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	550,205.00	200,000.00	750,205.00	900,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,408,822.00	0.00	8,408,822.00	18,810,771.12
<i>AY 2009 - Work Authorization Number: IF-470002-20421-10; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	0.00	0.00	0.00	1,224,800.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,078,640.05	1,730,189.00	0.00	1,730,189.00	4,808,829.05
<i>AY 2009 - Work Authorization Number IF-470002-20416-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,139,011.00	0.00	10,139,011.00	29,333,055.59

Financial Plan Number: 4  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 05

## Financial Plan Report - Detail

Site: OR

Page 2 of 3  
 Report: RFI0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: February 22, 2010 at 11:32:40 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	0.00	0.00	0.00	646,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
Total for Program Parent/Control Point: EL1700000										2,150,509.94	0.00	0.00	0.00	2,150,509.94
470002	05794	ZT	1005113	W1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Program Parent/Control Point: W1100000										2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Fund Type: ZT										32,252,536.72	12,124,216.00	12,136,000.00	24,260,216.00	58,512,752.72
470002	05796	ZV	1005116	W1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	0.00	0.00	16,789,712.89
Total for Program Parent/Control Point: W1001000										16,789,712.89	0.00	0.00	0.00	16,789,712.89
Total for Fund Type: ZV										16,789,712.89	0.00	0.00	0.00	16,789,712.89
470002	05797	ZW	1004760	W10702000	25400	0000000	2004360	0000000		11,568,008.19	0.00	0.00	0.00	11,568,008.19
AY 2009 - Work Authorization Number: W1-470002-20455-10; Work Authorization Number: W1-470002-18777-09; Appropriation Symbol: 8909/100331 - \$5.8M														
Work Authorization Number: W1-470002-20443-09; Appropriation Symbol: 8909/100331 - \$6.0M														
470002	05797	ZW	1004760	W10702000	25400	0000000	2004370	0000000		0.00	0.00	5,800,000.00	5,800,000.00	5,800,000.00
AY 2009 - Work Authorization Number W1-470002-20455-10; Appropriation Symbol 8909/100331 - 5.8M														
Total for Program Parent/Control Point: W10702000										11,568,008.19	0.00	5,800,000.00	5,800,000.00	17,368,008.19
Total for Fund Type: ZW										11,568,008.19	0.00	5,800,000.00	5,800,000.00	17,368,008.19
Total for Recipient Code: OR										60,610,257.80	12,124,216.00	17,936,000.00	30,060,216.00	90,670,473.80
Total for Reporting Entity: 470002										60,610,257.80	12,124,216.00	17,936,000.00	30,060,216.00	90,670,473.80
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										60,610,257.80	12,124,216.00	17,936,000.00	30,060,216.00	90,670,473.80

Financial Plan Number: 4

Fiscal Year: 2010

Fiscal Month: 05

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFI0001

Report Generated on: February 22, 2010 at 11:32:40

AM

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	17,936,000.00
Grand Total:	17,936,000.00
Total Non-Appropriated Funds:	0.00



Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge Tennessee 37831

March 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, Tennessee 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 331 - 337**

A fully executed copy of the subject contract modifications are enclosed for your retention. These modifications obligate Department of Energy appropriated and non-appropriated, including Work for Others (WFO), funding. At this time, all appropriated funding received from other agencies via WFO program must be issued under separate contract modifications for proper tracking in the FPDS-NG system.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1   1	
<b>2 AMENDMENT/MODIFICATION NO</b>		<b>3 EFFECTIVE DATE</b>		<b>4 REQUISITION/PURCHASE REQ. NO</b>	
331		See Block 16C		10SC003132	
<b>6 ISSUED BY</b>		<b>7 ADMINISTERED BY (If other than Item 6)</b>		<b>5 PROJECT NO (If applicable)</b>	
CODE 00518		CODE 00518			
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>(x) SA AMENDMENT OF SOLICITATION NO</b>			
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231					
		<b>9B DATED (SEE ITEM 11)</b>			
		<b>x 10A MODIFICATION OF CONTRACT/ORDER NO</b>			
		DE-AC05-00OR22725			
		<b>10B DATED (SEE ITEM 13)</b>			
		10/18/1999			
<b>CODE</b> 099114287		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER if by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$60,105,217.67

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b>
<b>X</b>	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,993,880,967.41. This represents an increase of \$60,105,217.67, from \$10,933,775,749.74 to \$10,993,880,967.41.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$9,723,764.45. Cumulative obligations of NAF since Modification 234 are \$68,076,585.54.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mark A. Million	
<b>15B CONTRACTOR/OFFEROR</b>		<b>15C DATE SIGNED</b>	
<b>16B UNITED STATES OF AMERICA</b>		<b>16C DATE SIGNED</b>	
Mark A. Million <i>(Signature of Contracting Officer)</i>		02/25/2010	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 1	
<b>2 AMENDMENT/MODIFICATION NO</b>		<b>3 EFFECTIVE DATE</b>		<b>4 REQUISITION/PURCHASE REQ NO</b>	
332		See Block 16C		10SC003132	
<b>5 PROJECT NO (If applicable)</b>		<b>6 ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
		CODE 00518		CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>9A AMENDMENT OF SOLICITATION NO.</b>			
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)			
				<b>9B DATED (SEE ITEM 11)</b>	
		X		<b>10A MODIFICATION OF CONTRACT/ORDER NO</b> DE-AC05-00OR22725	
				<b>10B DATED (SEE ITEM 13)</b> 10/18/1999	
<b>CODE</b> 099114287		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$4,136,584.62

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b>
X	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 0 copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$10,998,017,552.03. This represents an increase of \$4,136,584.62, from \$10,993,880,967.41 to \$10,998,017,552.03.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mark A. Million	
<b>15B CONTRACTOR/OFFEROR</b>		<b>15C DATE SIGNED</b>	
<b>16B UNITED STATES OF AMERICA</b>		<b>16C DATE SIGNED</b>	
Mark A. Million <i>(Signature of Contracting Officer)</i>		02/25/2010	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2 AMENDMENT/MODIFICATION NO. 333	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO. 10SC003132	5 PROJECT NO (If applicable)
6 ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7 ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,132,896.51

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

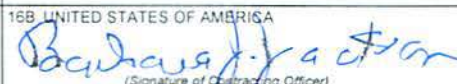
CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,000,150,448.54. This represents an increase of \$2,132,896.51, from \$10,998,017,552.03 to \$11,000,150,448.54.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED
16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 02/26/2010

NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2 AMENDMENT/MODIFICATION NO</b> 334	<b>3 EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ NO</b> 10SC003132	<b>5 PROJECT NO. (If applicable)</b>
<b>6 ISSUED BY</b> Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	<b>CODE</b> 00518	<b>7 ADMINISTERED BY (If other than Item 6)</b> Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	<b>CODE</b> 00518
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b> UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		<b>(x) 9A AMENDMENT OF SOLICITATION NO</b>	<b>9B DATED (SEE ITEM 11)</b>
<b>CODE</b> 099114287	<b>FACILITY CODE</b>	<b>X 10A MODIFICATION OF CONTRACT/ORDER NO</b> DE-AC05-00OR22725	<b>10B DATED (SEE ITEM 13)</b> 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$2,290,000.00

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,002,440,448.54. This represents an increase of \$2,290,000.00, from \$11,000,150,448.54 to \$11,002,440,448.54.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>	<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mary L. Crow
<b>15B CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>15C DATE SIGNED</b>
<b>16B UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	<b>16C DATE SIGNED</b> 02/26/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)	
335	See Block 16C	10SC003132		
6 ISSUED BY	CODE	7 ADMINISTERED BY (if other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8 NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code)		(x)	9A AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
			9B DATED (SEE ITEM 11)	
		X	10A MODIFICATION OF CONTRACT/ORDER NO	
			DE-AC05-00CR22725	
			10B DATED (SEE ITEM 13)	
CODE	FACILITY CODE	10/18/1999		
099114287				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$2,741,034.95

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,005,181,483.49. This represents an increase of \$2,741,034.95, from \$11,002,440,448.54 to \$11,005,181,483.49.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Mary L. Crow		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Mary L. Crow (Signature of Contracting Officer)	02/26/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)	
336	See Block 16C	10SC003132		
6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x)	9A AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
			9B DATED (SEE ITEM 11)	
		X	10A MODIFICATION OF CONTRACT/ORDER NO	
			DE-AC05-00OR22725	
			10B DATED (SEE ITEM 13)	
CODE	FACILITY CODE	10/18/1999		
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Decrease: -\$386,579.52

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


CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,004,794,903.97. This represents a decrease of \$386,579.52, from \$11,005,181,483.49 to \$11,004,794,903.97.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mary L. Crow	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 Signature of Contracting Officer	02/26/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b>
			1 1
<b>2 AMENDMENT/MODIFICATION NO</b>	<b>3 EFFECTIVE DATE</b>	<b>4 REQUISITION/PURCHASE REQ NO</b>	<b>5 PROJECT NO (if applicable)</b>
337	See Block 16C	10SC003132 Item 2	
<b>6 ISSUED BY</b>	<b>CODE</b>	<b>7. ADMINISTERED BY (if other than Item 6)</b>	<b>CODE</b>
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code)</b>		<b>9A AMENDMENT OF SOLICITATION NO</b>	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	
<b>CODE</b> 099114287 <b>FACILITY CODE</b>		<b>9B DATED (SEE ITEM 11)</b>	
		X <b>10A MODIFICATION OF CONTRACT/ORDER NO</b> DE-AC05-000R22725	
		<b>10B DATED (SEE ITEM 13)</b> 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (if required)** Net Decrease: -\$60,195.39

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

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)</b>
	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b>
	<b>D OTHER (Specify type of modification and authority)</b>
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,004,734,708.58. This represents a decrease of \$60,195.39, from \$11,004,794,903.97 to \$11,004,734,708.58.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2010

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

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Mary L. Crow	
<b>15B CONTRACTOR/OFFEROR</b>	<b>15C DATE SIGNED</b>	<b>15B UNITED STATES OF AMERICA</b>	<b>15C DATE SIGNED</b>
(Signature of person authorized to sign)		Mary L. Crow <i>(Signature of Contracting Officer)</i>	02/26/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

March 15, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 338**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$300,000 to the contract for the Intergovernmental Personnel Act (IPA) Assignment Agreement between the Department of Energy and UT-Battelle involving Lee McGetrick.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 338	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003327	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$300,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N

Recovery TAS::89 0253::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/15/2010

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/338

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See Page 3.</p> <p>FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010</p>				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds to the contract for the Intergovernmental Personnel Act (IPA) Assignment Agreement between the Department of Energy (DOE) and UT-Battelle, LLC involving UT-Battelle employee Lee Bryson McGetrick. This IPA Assignment Agreement with Ms. McGetrick will provide the DOE Environmental Management organization with additional capability for oversight and integration functions with regards to DOE prime contractors who will be performing demolition, legacy material removal, and remedial action projects within the footprint of the Oak Ridge National Laboratory central campus.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” incremental funds in the amount of \$300,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,004,734,708.58 to \$11,005,034,708.58. The approved Funding Authorization from the DOE Office of Environmental Management is included as Attachment 1 to this modification.
- C. The specific Position Description, Reason for Mobility Assignment, Fiscal Obligations, and other agreement details can be found in the IPA Assignment Agreement for Ms. Lee Bryson McGetrick, which is incorporated by reference.
- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work identified in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. Contingent on the availability of funds, the Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved IPA Assignment Agreement.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FUNDING AUTHORIZATION



**AMERICAN RECOVERY & REINVESTMENT ACT (ARRA)  
FUNDING AUTHORIZATION**

Project Code: <del>092260</del> Program Direction – EM Defense		2. Revision Number 11	3. Date Prepared: 01/05/2010
4. Appropriation: 89-09/10-0253 Defense Environmental Cleanup		5. Federal Contact: Stephen McCracken, 885-576-0742	
6. Project Description: Program Direction supporting: <ul style="list-style-type: none"> <li>• 2002101 Oak Ridge Defense ORNL D&amp;D</li> <li>• 2002102 Oak Ridge Defense TRU Waste</li> <li>• 2002100 Oak Ridge – D&amp;D Y12</li> <li>• 2002040 Idaho D&amp;D</li> </ul>		John Eschenberg	
7. Performance Period Covered by Funds – From: 01/05/2010		To: 9/30/2011	
8. Funding Authority: Rev 11 provides additional Program Direction funding as follows:			
<u>B&amp;R Reporting Level</u>	<u>Obligation Authority</u>	<u>Cost Authority</u>	<u>Description</u>
EW.10.00.00.0	+\$360,000	+\$360,000	Provides \$300k in Program Direction funding for EM activities at Oak Ridge that support inherently federal functions, e.g., travel, training, acquisitions & budget operations.  An additional \$60k is included for contractor support for specialized independent cost estimates for Idaho RA activities.
9. Reporting Requirements: Reporting and readiness certifications have been received for this effort. Recipients of funding appropriated by the Act shall comply with requirements of applicable Federal, State, and local laws, regulations, DOE policy and guidance. Recipients shall flow down the requirements to subrecipients at any tier to the extent necessary to ensure the recipient's compliance with the requirements. All sites must separately track the projects and provide data i.e.,			
• Current Monthly Obligation	• Cumulative Obligations to-date	• Percent Obligated (cumulative)	• Current Monthly Costs
• Percent Costed (cumulative)	• Jobs Retained	• Jobs Created	• Total Dollars Under Contract
• Standard EVMS Metrics & Indices	• Contract Award Amounts	• Contract Award Information	• Cumulative Costs to-date
			• Percent Under Contract Per Total Allocation
10. Connie Flohr – Director, EM Office of Budget (Acting)		(Date) 1/5/10	
11. Cynthia V. Anderson - EM Recovery Act Program Manager		(Date) 1/5/10	

## ATTACHMENT 2

### FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: March 2, 2010 at 02:11:51 PM

Rpt Entry	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		130,026.91	0.00	300,000.00	300,000.00	430,026.91
<i>AY 2009 - Funding provided to cover direct costs of IPA salary, fringe benefits, travel and training (i.e. not wage pool). This work is contingent upon an approved extension to the assignment agreement.</i>														
<b>Total for Program Parent/Control Point: EW1000000</b>										130,026.91	0.00	300,000.00	300,000.00	430,026.91
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		99,436.73	-98,500.00	0.00	-98,500.00	936.73
<i>AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Melton Valley Sentinel Wells.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		9,678,042.24	0.00	0.00	0.00	9,678,042.24
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is reduced by \$2,000,000 to \$12,000,000 for Building 3026 Demolish Wooden Superstructure.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		820,804.22	616,041.00	0.00	616,041.00	1,436,845.22
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		824,216.42	921,555.00	0.00	921,555.00	1,745,771.42
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for ORNL Small Facilities Completion Demolition.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		376,157.77	10,967.00	0.00	10,967.00	387,124.77
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Corehole 8 Remediation.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		8,314,307.18	-7,925,751.00	0.00	-7,925,751.00	388,556.18
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$200,000 for Bethel Valley Burial Grounds (Cap SWSA 1 and 3).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		377,619.40	10,967.00	0.00	10,967.00	388,586.40
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$100,000 for Bethel Valley Groundwater Early Actions (Pump and Treat).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		819,843.87	616,041.00	0.00	616,041.00	1,435,884.87
<i>AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$500,000 for Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition).</i>														
<b>Total for Program Parent/Control Point: FD0412000</b>										21,310,427.83	-5,848,680.00	0.00	-5,848,680.00	15,461,747.83
<b>Total for Fund Type: EZ</b>										21,440,454.74	-5,848,680.00	300,000.00	-5,548,680.00	15,891,774.74
<b>Total for Recipient Code: OR</b>										21,440,454.74	-5,848,680.00	300,000.00	-5,548,680.00	15,891,774.74
<b>Total for Reporting Entity: 470002</b>										21,440,454.74	-5,848,680.00	300,000.00	-5,548,680.00	15,891,774.74
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										21,440,454.74	-5,848,680.00	300,000.00	-5,548,680.00	15,891,774.74

Financial Plan Number: 2

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on March 2, 2010 at 02:11:51 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	300,000.00
Grand Total:	300,000.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831----

March 23, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 339**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$54,991,492 to the contract for Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased by \$54,991,492 from \$11,005,034,708.58 to \$11,060,026,200.58.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 4
2. AMENDMENT/MODIFICATION NO. 339	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003809	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$54,991,492.00  
 See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91
E. IMPORTANT:	Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Subj to Retent: N

Recovery TAS::89 0331::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	03/22/2010

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/339

PAGE OF  
2 4

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See Page 3.</p> <p>FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010</p>				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$54,991,492 to the contract for the Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$54,991,492 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,005,034,708.58 to \$11,060,026,200.58.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. BA-470002-20886-10 (Attachment 1A)	Carbon Fiber Technology Center
WA No. BA-470002-20887-10 (Attachment 1B)	Construction Part of Carbon Fiber Technology Center
WA No. BA-470002-20842-10 (Revision 1) (Attachment 1C)	2004140-Lab Call for Facilities and Equipment
WA No. BA-470002-20842-10 (Revision 2) (Attachment 1D)	2004140-Lab Call for Facilities and Equipment
WA No. IF-470002-20416-10 (Attachment 1E)	Energy-Intensive Processes R&D
(Numbers from Block 8 of the Work Authorizations)	

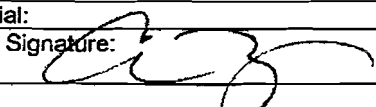
- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.



- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Carbon Fiber Technology Center		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Carol Schutte		Organization Code: EE-2G	Telephone No: (202) 287-5371
3. Headquarters Budget Point of Contact: Name: Thomas Heavey		Organization Code: EE-3B	Telephone No: (202) 586-4501
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Ray Boeman Telephone No:	
8. Work Authorization Number: * BA-470002-20886-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB3603000-05794-1005301	\$0	\$20,000,000	\$20,000,000
11. Performance period covered by funds: From: 10/1/2009 To: 12/31/2013 3-15-2010		12. Work Start Date: 10/1/2009 3-15-2010	13. Expected Completion Date: 12/31/2013 3-14-2017 MWL
14. Statement of Work: 3-15-2010			
<b>Specific Recovery Act Statement of Work</b>			
Capital equipment funding in the amount of \$20,000,000 of unobligated carryover funds is authorized for EB3603000-05794-1005301 - Lab Call Facilities. These funds are made available for Project #20886 - Carbon Fiber Technology Center. These funds are to be distributed to Agreement #20921 - Carbon Fiber Technology Center - Equipment in accordance with AOP #ORNL_SOW_020210. These funds will be used to establish an open but controlled-access national facility that can be used by industry, academia, and national laboratories in partnership with ORNL researchers to (i) demonstrate scalability of LCCF technology, (ii) produce quantities of LCCF needed for material and process evaluations by original equipment manufacturers and their suppliers in multiple industries, and (iii) demonstrate low-cost, high-volume PMC technology. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy.			
<b>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB3603000-1005301 Project Code: 2004140</b>			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Catherine Zoi, Assistant Secretary, EERE		Signature: 	Date:
17. DOE Field Organization Official:			
Name (typed): M.G. Branton		Signature: M.G. Branton	Date: 3-12-2010
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen		Signature: Dana Christensen	Date: 12 March 2010
19. DOE Contracting Officer (or delegated representative)			
Name (typed): Mark A. Mullion		Signature: Mark A. Mullion	Date: 3/8/10

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 44243; CD-1: Alternative selection and cost range approval - Plan Complete: 6/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL will continually use its established in-house quality control and project performance evaluation procedures to ensure that the conduct of this project is in consistency with the guidelines and requirements of the American Recovery and Reinvestment Act of 2009; it will continually monitor and measure the progress made for this project, taking corrective steps when needed; and will use the services of both in-house personnel and outside experts to accomplish such outcome.

**Section C: Contractor Recovery Act Deliverables:**

(Milestone 44244: Equipment Fabricated: Conversion and melt spinning equipment delivered to site - Plan Complete: 12/31/2011) (Milestone 44245: Equipment Operational: Conversion and melt spinning equipment test acceptance documents: 5/31/2012)

FED 10-7073-RA AFP Apr

# ATTACHMENT 1B

## WORK AUTHORIZATION

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Construction part of Carbon Fiber Technology Center		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Carol Schutte		Organization Code: EE-2G	Telephone No: (202) 287-5371
3. Headquarters Budget Point of Contact: Name: Thomas Heavey		Organization Code: EE-3B	Telephone No: (202) 586-4501
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Ray Boeman Telephone No:	
8. Work Authorization Number: * BA-470002-20887-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
39EB00000PRN10EE05001-05794-1005306	\$0	\$14,700,000	\$14,700,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <u>3/15/2010 - 10/1/2009 3/15/2010</u>		12. Work Start Date: <u>3/15/2010</u>	
		13. Expected Completion Date: <u>9/30/2010 3-14-2010 (MNE)</u>	
14. Statement of Work: <u>3/19/2010</u>			
<b>Specific Recovery Act Statement of Work</b>			
Construction funding in the amount of \$14,700,000 of unobligated carryover funds is authorized for 39EB00000PRN10EE05001-05794-1005306-Carbon Fiber Tech. These funds are made available for Project #20887 – Construction-of Carbon Fiber Technology Center. These funds are to be distributed to Agreement #20922 – Construction- Carbon Fiber Technology Center in accordance with the ORNL carbon fiber SOW. The objectives of this facility project are to establish an open but controlled-access national facility that can be used by industry, academia, and national laboratories in partnership with ORNL researchers to (i) demonstrate scalability of LCCF technology, (ii) produce quantities of LCCF needed for material and process evaluations by original equipment manufacturers and their suppliers in multiple industries, and (iii) demonstrate low-cost, high-volume PMC technology. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy.			
ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: 39EB00000PRN10EE05001-1005306 Project Code: 2004140			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Catherine Zoi, Assistant Secretary, EERE	Signature: 	Date: <u>2/23/10</u>	
17. DOE Field Organization Official:			
Name (typed): Michele G. Branton	Signature: 	Date: <u>3-12-2010</u>	
18. Contractor's Authorized Representative:			
Name (typed): Dana Christensen	Signature: 	Date: <u>12 March 2010</u>	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): MARK A. MILLION	Signature: 	Date: <u>3/8/10</u>	

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL will continually use its established in-house quality control and project performance evaluation procedures to ensure that the conduct of this project is in consistency with the guidelines and requirements of the American Recovery and Reinvestment Act of 2009; it will continually monitor and measure the progress made for this project, taking corrective steps when needed; and will use the services of both in-house personnel and outside experts to accomplish such outcome.

**Section C: Contractor Recovery Act Deliverables:**

(CD-1: Alternative selection and cost range approval 6/30/2010) (CD-2 Performance baseline approval 11/30/2010); (CD-3 Carbon fiber and composites research building construction approval 5/30/2011); (CD-4 and project closeout 12/30/2011)

FED 10-7073-RA AFP Apr

# ATTACHMENT 1C

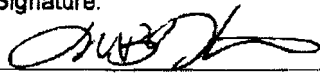
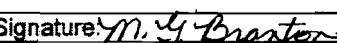
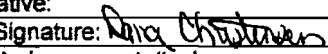
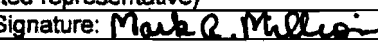
## WORK AUTHORIZATION



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004140-Lab Call for Facilities and Equipment		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Ronald Lewis		Organization Code: EE-2J	Telephone No: (202) 586-8423
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Patrick J. Hughes Telephone No: (865) 574-9337	
8. Work Authorization Number: * BA-470002-20842-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
39EB00000PRN10EE05002-05794-1005307	\$0	\$19,300,000	\$19,300,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2013		12. Work Start Date: <del>10/1/2009</del> 3/15/2010	13. Expected Completion Date: 9/30/2013
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Construction funding in the amount of \$19,300,000 is authorized for 39EB00000PRN10EE05002-05794-1005307-Int Net-Zero Energy. These funds are made available for Project #20842 - 2004140-Lab Call for Facilities and Equipment. These funds are to be distributed to Agreement # 20824-Expand and Upgrade Building Technologies Research & Integration Center (BTRIC) in accordance with AOP# 2004140. Agreement 20824; Expand and Upgrade Building Technologies Research & Integration Center (BTRIC) ARRA Project# 2004140-Lab Call for Facilities and Equipment. The DOE Office of Energy Efficiency and Renewable Energy (EERE) allocated a portion of funds from the American Recovery and Reinvestment Act (ARRA) to a competitive solicitation known as the Facilities and Equipment Upgrade Lab Call #09-002 (hereafter referred to as #09-002). The solicitation objective was to strengthen the R&D capabilities of the national laboratories in three areas – carbon fiber, advanced batteries, and buildings – by upgrading and expanding laboratory facilities and equipment. Oak Ridge National Laboratory (ORNL) was awarded \$20.2 million under the buildings topic within #09-002. With these resources ORNL will expand and leverage its extensive existing capabilities in developing and integrating innovative building technologies by placing into service two flexible research platforms (for transitioning “test buildings” – a.k.a. small commercial buildings – through their design, construction, commissioning, operation, de-commissioning and removal life-cycle in approximately a year), several new laboratories, and will also upgrade equipment in several existing building technologies laboratories. Collectively, the existing and new facilities are called the Building Technologies Research & Integration Center, or BTRIC User Facilities. The ORNL proposal under #09-002, entitled “Integrated Net-Zero Energy Buildings Research Laboratory at Oak Ridge National Laboratory (ZLAB)” requested \$25 million for specific new facilities and existing facility upgrades hence the mission and scope will be reduced, in consultation with the Building Technologies Program and as necessary with other awardees, during the facilities development process to match the resources provided. BTP will provide guidance to the development of CD-1, CD-2, CD-3 and CD-4 and approval by BTP will be obtained at each CD stage before the next stage commences. All requirements in the original #09-002 including the requirement to comply with DOE O 413.3A will be satisfied and constitute as deliverables, as proposed, during the facilities development process. ORNL will also obtain any necessary NEPA document approval. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: 39EB00000PRN10EE05002-1005307 Project Code: 2004140</b>			

max  
3/15/2010

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.

15. Reporting Requirements: (Status reports, scientific or technical information or similar)		
16. Work Authorization Program Official:		
Name (typed): Kathleen Hogan, Deputy Assistant Secretary for Energy Efficiency	Signature: 	Date: 3/2/10
17. DOE Field Organization Official:		
Name (typed): M.G. Branton	Signature: 	Date: 3-12-2010
18. Contractor's Authorized Representative:		
Name (typed): Dana Christensen	Signature: 	Date: 12 March 2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): Mark A. Millon	Signature: 	Date: 3/8/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

CD-0 Approval Mission Justification

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

CD-1 Approval Project Definition / Conceptual Design CD-2 Approval Preliminary Design / Baseline CD-3 Approval Detailed Design

**Section C: Contractor Recovery Act Deliverables:**

CD-4 Approval Construction Complete

**ATTACHMENT 1D**

**WORK AUTHORIZATION**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004140-Lab Call for Facilities and Equipment		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Ronald Lewis		Organization Code: EE-2J	Telephone No: (202) 586-8423
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Patrick J. Hughes Telephone No: (865) 574-9337	
8. Work Authorization Number: * BA-470002-20842-10		9. Revision Number: 2	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB3603000-05794-1005301	\$0	\$900,000	\$900,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2013		12. Work Start Date: <del>10/1/2009</del> 8/15/2010	13. Expected Completion Date: 9/30/2013 <i>mul</i>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Capital equipment funding in the amount of \$900,000 is authorized for EB3603000-05794-1005301-Lab Call Facilities. These funds are made available for Project #20842 - 2004140-Lab Call for Facilities and Equipment. These funds are to be distributed to Agreement # 20824-Expand and Upgrade Building Technologies Research & Integration Center (BTRIC) in accordance with AOP# 2004140. Agreement: 20824; Expand and Upgrade Building Technologies Research & Integration Center (BTRIC) ARRA Project# 2004140-Lab Call for Facilities and Equipment. The DOE Office of Energy Efficiency and Renewable Energy (EERE) allocated a portion of funds from the American Recovery and Reinvestment Act (ARRA) to a competitive solicitation known as the Facilities and Equipment Upgrade Lab Call #09-002 (hereafter referred to as #09-002). The solicitation objective was to strengthen the R&D capabilities of the national laboratories in three areas – carbon fiber, advanced batteries, and buildings – by upgrading and expanding laboratory facilities and equipment. Oak Ridge National Laboratory (ORNL) was awarded \$20.2 million under the buildings topic within #09-002. With these resources ORNL will expand and leverage its extensive existing capabilities in developing and integrating innovative building technologies by placing into service two flexible research platforms (for transitioning "test buildings" – a.k.a. small commercial buildings – through their design, construction, commissioning, operation, de-commissioning and removal life-cycle in approximately a year), several new laboratories, and will also upgrade equipment in several existing building technologies laboratories. Collectively, the existing and new facilities are called the Building Technologies Research & Integration Center, or BTRIC User Facilities. The ORNL proposal under #09-002, entitled "Integrated Net-Zero Energy Buildings Research Laboratory at Oak Ridge National Laboratory (ZLAB)" requested \$25 million for specific new facilities and existing facility upgrades hence the mission and scope will be reduced, in consultation with the Building Technologies Program and as necessary with other awardees, during the facilities development process to match the resources provided. BTP will provide guidance to the development of CD-1, CD-2, CD-3 and CD-4 and approval by BTP will be obtained at each CD stage before the next stage commences. All requirements in the original #09-002 including the requirement to comply with DOE O 413.3A will be satisfied and constitute as deliverables, as proposed, during the facilities development process. ORNL will also obtain any necessary NEPA document approval. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB3603000-1005301 Project Code: 2004140</b>			

8/15/2010

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.

15. Reporting Requirements: (Status reports, scientific or technical information or similar)

16. Work Authorization Program Official:

Name (typed): Roland J. Risser, Program Manager RTP	Signature: <i>Roland J. Risser</i>	Date: 3/11/10
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17. DOE Field Organization Official:

Name (typed): M.G. Branton	Signature: <i>M.G. Branton</i>	Date: 3-12-2010
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18. Contractor's Authorized Representative:

Name (typed): Dana Christensen	Signature: <i>Dana Christensen</i>	Date: 12 March 2010
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19. DOE Contracting Officer (or delegated representative)

Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 3/8/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

CD-0 Approval Mission Justification Fourth quarter of second year-Conduct a series of industry workshops to prepare facilities operational plan and schedule Third quarter of second year-Enter into CD-3 initiation of construction

**Section B: Contractor Recovery Act Performance Outcomes and Measures: rformance Outcomes and Measures:**

CD-1 Approval Project Definition / Conceptual Design CD-2 Approval Preliminary Design / Baseline CD-3 Approval Detailed Design

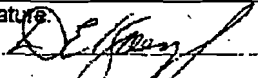
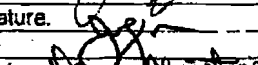


**Section C: Contractor Recovery Act Deliverables:**

CD-4 Approval Construction Complete

**ATTACHMENT 1E**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a Solicitation/Project Title Energy-Intensive Processes R&D		1b Work Proposal Number (if applicable) AOP# tbd	
2 Headquarters Program Point of Contact Name Isaac Chan Organization Code: EE-2F Telephone No (202) 586-4981			
3 Headquarters Budget Point of Contact Name: Norman Hurwitz Organization Code: Telephone No (202) 287-5588			
4 Responsible Program Office of Energy Efficiency and Renewable Energy		5 Responsible Secretarial Officer: Catherine Zoi	
6 Responsible Field Element Oak Ridge Operations Office			
7a Site and Facility Management Contractor University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact. Name Craig Blue Telephone No (865) 574-4351	
8 Work Authorization Number * IF-470002-20416-10		9 Revision Number 8	
10. Funds Authorized during FY 2010.			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1908000-05794-1004889	\$0	\$91,492	\$91,492
11 Performance period covered by funds. From 10/1/2009 To 10/30/2010		12. Work Start Date: 10/1/2009	13. Expected Completion Date 10/30/2010
14 Statement of Work <u>Project Number: 2004320</u> Carryover funding in the amount of \$91,492 is authorized for Energy-Intensive Process R&D. These funds are made available for Project #20416 Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18977-Nanocatalytic conversion of biomass into second-generation biofuels in accordance with AOP# tbd. This concept definition project will focus on the potential for nanocatalysis in playing a significant role in the development of efficient processes for biomass conversion into biofuels. Second-generation biofuels (i.e. those from catalytic conversion of ligno-cellulosic biomass/wastes) serve as alternatives to gasoline and diesel fuels and offer great benefits in both energy and carbon. This project proposes to investigate the use of clay-based nanocatalysts to facilitate the breakdown of refractory organics from unconventional sources, primarily from lignin, but also from bitumen and oil shale into feedstocks that can be used for transportation fuels and for the chemical industry. Advances in the use of clay minerals as economical catalysts will be coupled with the advantages posed by nanomaterials to greatly enhance the efficiency and economics of the processing of refractory materials. In particular, lower temperature conversions and more rapid processing is predicted from the use of nanotechnology in this area. In particular, this study will focus on economical, naturally abundant clay-based layered nanocatalysts, and will evaluate issues related to production of the nanocatalysts and their performance in reducing waste and energy usage in the production of biofuels and chemicals from renewable sources. CFO Project Code: 2004320. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
15 Reporting Requirements (Status reports, scientific or technical information or similar)			
16 Work Authorization Program Official			
Name (typed), Douglas E Kaempf, Program Manager	Signature 	Date 9/23/09	
17 DOE Field Organization Official			
Name (typed), Johnny O. Moore	Signature 	Date 12/2/09	
18 Contractor's Authorized Representative			
Name (typed) Dana Christenson	Signature 	Date 3 Dec 2009	
19 DOE Contracting Officer (or delegated representative)			
Name (typed) MARK A. MILLION	Signature 	Date 12/1/09	

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

#### Task 1 – Architected Nanomembranes for In-Situ Energy Conversion

Milestone – Complete evaluation of engineering processing concepts for architected nanocomposite membranes; August 2010

#### Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels

Milestone – Complete analysis of extending technology to unconventional sources of carbon-based compounds; August 2010

#### Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys

Milestone – Complete initial processing trials and characterization of materials with and without electromagnetic stirring; August 2010

#### Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)

Milestone - Identify preferable molecular structures of ionic liquids and synthesis parameters based on characterization of nanostructures, crystalline phases and PV; May 2010

#### Task 5 – Nanocomposite Materials for Lithium Ion Batteries

Milestone – Develop transport models & complete characterizations; September 2012

#### Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures

Milestone - Complete optical evaluation of quantum dot structures; June 2010

#### Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations

Milestone – Develop scalable methodology for preparing supported mesoporous carbon membranes supported on anodized alumina membranes for gas separation; August 2010

#### Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries

Milestone – Determine optima PIP parameters for achieving desired performance from Thin Film Battery cathodes; August 2010

#### Task 9 – Improving Heat Recovery in Biomass-Fired Boilers

Milestone – Submit draft report with results of field corrosion probe studies; June 2012

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2012, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

#### Task 1 – Architected Nanomembranes for In-Situ Energy Conversion

Deliverable, Final Report

#### Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels

Deliverable, Final Report

#### Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys

Deliverable, Final Report

#### Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)

Deliverable, Final Report

#### Task 5 - Nanocomposite Materials for Lithium Ion Batteries

Deliverable, Final Report

#### Task 6 - Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures

Deliverable, Final Report

#### Task 7 - Mesoporous Carbon Membranes for Selective Gas Separations

Deliverable, Final Report

#### Task 8 - Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries

Deliverable, Final Report

#### Task 9 – Improving Heat Recovery in Biomass-Fired Boilers

Deliverable, Final Report



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	0.00	19,300,000.00	19,300,000.00	19,300,000.00
<i>AY 2009 - Work Authorization Number BA-470002-20842-10; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	0.00	14,700,000.00	14,700,000.00	14,700,000.00
<i>AY 2009 - Work Authorization Number BA-470002-20887-10; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	0.00	34,000,000.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<i>AY 2009 - Work Authorization Number BM-470002-20472-10; Appropriation Number: 8909/100331</i>														
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20742-10; Appropriation Number 8909/100331 (\$4,267,000)</i>														
<i>Work Authorization Number BT-470002-20727-10; Appropriation Number 8909/100331 (\$325,000)</i>														
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20743-10; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<i>AY 2009 - Work Authorization Number: BT-470002-20745-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<i>AY 2009 - Work Authorization SL-470002-20479-10 Appropriation # 8909/100331.91</i>														
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<i>AY 2009 - Work Authorization Number WW-470002-20464-10 Appropriation 8909/10-0331</i>														
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	0.00	20,900,000.00	20,900,000.00	20,900,000.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10; Appropriation Symbol: 8909/100331 \$20,000,000</i>														
<i>Work Authorization Number: BA-470002-20842-10; Appropriation Symbol: 8909/100331 \$900,000</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	0.00	20,900,000.00	20,900,000.00	20,900,000.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<i>AY 2009 - Work Authorization Number GT-470002-20685-10; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	0.00	400,000.00	550,291.32
<i>AY 2009 - Work Authorization Number 470002-20476-10; Appropriation Symbol 8909/100331</i>														
<i>Work Authorization Number: 470002-20698-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	0.00	750,205.00	900,496.32

Financial Plan Number: 5  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
 Fiscal Month: 06

# Financial Plan Report - Detail

Site: OR

Page 2 of 3  
 Report: RFP0001

## OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: March 18, 2010 at 10:05:27 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,408,822.00	0.00	8,408,822.00	18,810,771.12
<i>AY 2009 - Work Authorization Number: IF-470002-20421-10; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	0.00	0.00	0.00	1,224,800.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,730,189.00	91,492.00	1,821,681.00	4,898,321.05
<i>AY 2009 - Work Authorization Number: F-470002-20416-10; Appropriation Number: 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,139,011.00	91,492.00	10,230,503.00	29,424,547.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	0.00	0.00	0.00	646,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	0.00	0.00	0.00	2,150,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	24,260,216.00	54,991,492.00	79,251,708.00	111,504,244.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	0.00	5,800,000.00	5,800,000.00	17,368,008.19
<i>AY 2009 - Work Authorization Number WI-470002-20455-10; Appropriation Symbol 8909/100331 - 5.8M; Reallocation to new Project</i>														
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004370	0000000		0.00	5,800,000.00	-5,800,000.00	0.00	0.00
<i>AY 2009 - Work Authorization Number WI-470002-20455-10; Appropriation Symbol 8909/100331 - 5.8M; Reallocation to new Project</i>														
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Recipient Code: OR</b>										60,610,257.80	30,060,216.00	54,991,492.00	85,051,708.00	145,661,965.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	30,060,216.00	54,991,492.00	85,051,708.00	145,661,965.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	30,060,216.00	54,991,492.00	85,051,708.00	145,661,965.80

Financial Plan Number: 5

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

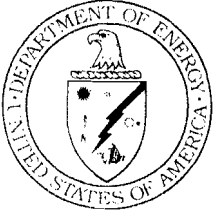
OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: March 18, 2010 at 10:05:27 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	54,991,492.00
Grand Total:	54,991,492.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

March 23, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

**CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 340**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification obligates American Recovery and Reinvestment Act of 2009 funding in the amount of \$100,000 to the contract for Military Interdepartmental Purchase Requests (MIPR) packages entitled "ARRA351-Oak Ridge National Lab Support—Project No. 139232".

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

NOT SPECIFIED /OTHER

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 340	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$100,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

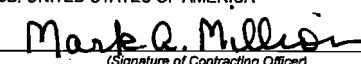
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N

Recovery TAS::89 0222::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/23/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/340	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2010				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code, is hereby provided in Attachments 2A and 2B to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for a project entitled “ARRA351-Oak Ridge National Lab Support—Project No. 139232”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$100,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,060,026,200.58 to \$11,060,126,200.58.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Requests (MIPR) packages referenced in the table below. Attachments 1A and 1B to this modification contain the MIPR documents (DD Form 448).

<b>MIPR Number</b>	<b>MIPR Title</b>
W81F8E93374255 (Amendment No. 000) (Attachment 1A)	ARRA351-Oak Ridge National Lab Support—Project No. 139232
W81F8E93374255 (Amendment No. 001) (Attachment 1B)  (Numbers from Block 5 of the MIPRs)	ARRA351-Oak Ridge National Lab Support—Project No. 139232

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Requests package for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1A

## MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)

**MILITARY INTERDEPARTMENTAL PURCHASE REQUEST**

1.  
Page 1 of 2

2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 03-DEC-2009	5. MIPR NUMBER WB1F8E93374255	6. AMEND NO. 000
--------	-----------------------	---------------------------------	----------------------------------	---------------------

7. TO US DEPARTMENT OF ENERGY  OAK RIDGE NATIONAL LABORATORY  OAKRIDGE, TN 37831	8. FROM: NAVIGATION PLANNING CENTER  CELRH-NC 502 8TH STREET  HUNTINGTON, WV 25701-2070
--	--

9. ITEMS  ARE  ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING  HAS  HAS NOT BEEN ACCOMPLISHED

ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
1	ARRA351-Oak Ridge National Lab Support [139232] — Project No.: 139232 ACCTING CLASS: 96 2009 3133.0000 H1 2009 08 2436 012245 2530 24090C 112 96461 00008736 WORK CAT CODE: 22G0F WORK CAT ELEM CODE: JBA00 INITIAL ACCTING CLASS: 96 2009 3133.0000 08 012245  LINE ITEM CURRENT UNOBLIG BAL AMT: \$40,000.00		LS		\$40,000.00

10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.

11. GRAND TOTAL: \$40,000.00

REMARKS : THIS ORDER IS A DESIGNATED ECONOMY ACT ORDER

RECOVERY ACT: This commitment contains funds from the American Recovery and Reinvestment Act of 2009. All award documents and related communications include the clauses and provisions necessary to ensure award recipients are legally obligated and prepared to meet their reporting requirements under the Recovery Act. For each contract over \$500,000, agencies should prepare a summary of the contract document which will be made available publicly and linked to Recovery.gov via the award number. (Future guidance forthcoming)

Upon Acceptance of this Government Order the Performing Activity must include the full accounting classification data to include: Department Code, Transfer Department Code, Appropriation Fiscal Year, Appropriation Symbol, Appropriation Limitation, Operating Agency, Allotment Serial Number, Fiscal Station Number, and the account classification amount.

**MILITARY INTERDEPARTMENTAL PURCHASE REQUEST**

1.  
Page 2 of 2

2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 03-DEC-2009	5. MIPR NUMBER W81F8E93374255	6. AMEND NO. 000
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7. TO US DEPARTMENT OF ENERGY  OAK RIDGE NATIONAL LABORATORY  OAKRIDGE, TN 37831	8. FROM: NAVIGATION PLANNING CENTER  CELRH-NC 502 8TH STREET  HUNTINGTON, WV 25701-2070
--	--

9. ITEMS  ARE  ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING  HAS  HAS NOT BEEN ACCOMPLISHED

ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
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**ECONOMY ACT ORDER**

Please have the accepting official sign below and return to the FINANCIAL POC address.      EXPIRATION DATE: 30-SEP-2010

RA TECHNICAL POC:	LIN R PRESCOTT	CELRH-NC	(304)399-5547
RA FINANCIAL POC:	JEANETTA D WILSON	CELRH-RM-B	(304) 399-5790

RA TECHNICAL POC ADDRESS: BUDGET BRANCH  
 US ARMY CORPS OF ENGINEER  
 502 8TH STREET  
 HUNTINGTON, WV 25701-2070

PA TECHNICAL POC: RANDALL CURLEE (865)946-1461  
 PA FINANCIAL POC: DONNA LEGGETT (865)946-1476 FAX (865)946-1314

\_\_\_ DIRECT FUND CITE  
 ACCEPTED \_\_\_ REIMBURSABLE      DATE:      TITLE:

12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)	13. MAIL INVOICES TO (Payment will be made by) USACE FINANCE CENTER (H1) HUNTINGTON DISTRICT 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005
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14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH ON THE LINE ITEM NOs ABOVE. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.

DENISE EJ NAPIER  
 ACCOUNTANT  
 ELECTRONICALLY SIGNED BY 03-DEC-2009

15. AUTHORIZING OFFICER (Type name and title) DAVID A WEEKLY SUPV CIVIL ENGINEER	16. SIGNATURE DAVID A WEEKLY ELECTRONICALLY SIGNED BY	17. DATE 03-DEC-2009
--	---	-------------------------

THIS AGREEMENT FOR DOE PROPOSAL NUMBER 2231-T332-07 IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE ECONOMY ACT OF 1932, AS AMENDED, 31 USC 1535, AND ADHERES TO FEDERAL ACQUISITION REGULATION (FAR) 6.002. TO THE BEST OF KNOWLEDGE, THE WORK REQUESTED WILL NOT PLACE DOE AND IT'S CONTRACTOR IN DIRECT COMPETITION WITH THE DOMESTIC PRIVATE SECTOR.

# ATTACHMENT 1B

## MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)



CONTINUATION PAGE FOR PRIOR AMENDMENT REMARKS

AMEND NO    REMARK

000    RECOVERY ACT: This commitment contains funds from the American Recovery and Reinvestment Act of 2009. All award documents and related communications include the clauses and provisions necessary to ensure award recipients are legally obligated and prepared to meet their reporting requirements under the Recovery Act. For each contract over \$500,000, agencies should prepare a summary of the contract document which will be made available publically and linked to Recovery.gov via the award number. (Future guidance forthcoming)

# ATTACHMENT 2A

## FINANCIAL PLAN REPORT



Fiscal Year: 2010  
 Fiscal Month: 06  
 Financial Plan Number: 3  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001

### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: March 16, 2010 at 01:18:54 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	162,675.47	0.00	162,675.47	162,675.47
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	51,369.61	0.00	51,369.61	51,369.61
Total for Program Parent/Control Point: 600000000										0.00	214,045.08	0.00	214,045.08	214,045.08
Total for Fund Type: 2D										0.00	214,045.08	0.00	214,045.08	214,045.08
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	0.00	40,000.00	40,000.00	40,000.00
AY 2010 - ORNIM Implementation (ARRA) Project #139232. TAS 9693135														
Total for Program Parent/Control Point: 400000000										73,309,371.42	0.00	40,000.00	40,000.00	73,349,371.42
Total for Fund Type: 3D										73,309,371.42	0.00	40,000.00	40,000.00	73,349,371.42
Total for Recipient Code: OR										73,309,371.42	214,045.08	40,000.00	254,045.08	73,563,416.50
Total for Reporting Entity: 470002										73,309,371.42	214,045.08	40,000.00	254,045.08	73,563,416.50
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)										73,309,371.42	214,045.08	40,000.00	254,045.08	73,563,416.50

Financial Plan Number: 3  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab. X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 06

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: March 16, 2010 at 01:18:54 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	40,000.00
<b>Total Appropriated Funds (Program 40):</b>	<b>40,000.00</b>
<b>Total DOE and Non-Appropriated Funds:</b>	<b>0.00</b>
<b>Grand Total:</b>	<b>40,000.00</b>
<b>Total Non-Appropriated Funds:</b>	<b>0.00</b>

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# ATTACHMENT 2B

## FINANCIAL PLAN REPORT

Financial Plan Number: 4  
 Fiscal Year: 2010  
 Contract Modification Number: \*\* No MOD \*\*  
 Fiscal Month: 06  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: March 18, 2010 at 01:46:14 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	162,675.47	0.00	162,675.47	162,675.47
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	51,369.61	0.00	51,369.61	51,369.61
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	214,045.08	0.00	214,045.08	214,045.08
<b>Total for Fund Type: 2D</b>										0.00	214,045.08	0.00	214,045.08	214,045.08
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	40,000.00	60,000.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	40,000.00	60,000.00	100,000.00	73,409,371.42
<b>Total for Fund Type: 3D</b>										73,309,371.42	40,000.00	60,000.00	100,000.00	73,409,371.42
<b>Total for Recipient Code: OR</b>										73,309,371.42	254,045.08	60,000.00	314,045.08	73,623,416.50
<b>Total for Reporting Entity: 470002</b>										73,309,371.42	254,045.08	60,000.00	314,045.08	73,623,416.50
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	254,045.08	60,000.00	314,045.08	73,623,416.50

AY 2010 - ORNIM Implementation (ARRA) Project #139232. TAS 9693135, 9693133

Financial Plan Number: 4  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 06

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: March 18, 2010 at 01:46:14 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	60,000.00
Total Appropriated Funds (Program 40):	60,000.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	60,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 341	3. EFFECTIVE DATE April 1, 2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office ORNL Site Office ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE		

**11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Part 17.6, DEAR 917.602, and P.L. 95-91
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to extend the contract for a period of five years from April 1, 2010 through March 31, 2015. This modification deletes all Sections B through J and the attached Sections B through J are inserted in lieu thereof. All terms and conditions of this modification are effective April 1, 2010.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas E. Mason, Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million Contracting Officer
15B. CONTRACT/OFFEROR BY <u>Thomas Mason</u> (Signature of person authorized to sign)	15C. DATE SIGNED Mar. 22, 2010
16B. UNITED STATES OF AMERICA BY <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 3/23/10

**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION B**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>B-1</b>	<b>Services Being Acquired.....</b>	<b>3</b>
<b>B-2</b>	<b>Fixed Fee.....</b>	<b>3</b>
<b>B-3</b>	<b>Performance Fee .....</b>	<b>3</b>
<b>B-4</b>	<b>Fee During Option Period .....</b>	<b>4</b>
<b>B-5</b>	<b>Fee During Five-Year Extension Period.....</b>	<b>5</b>

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## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B-1 Services Being Acquired**

The Contractor shall manage and operate the Oak Ridge National Laboratory (ORNL or Laboratory), a Federally Funded Research and Development Center (FFRDC). The Contractor shall use its best efforts to provide the necessary personnel, equipment, materials, supplies, and services (except as may be provided by the Government) and otherwise do all things necessary for, or incidental to, performing the Statement of Work set forth in Section C as directed by the Contracting Officer within the scope of this contract, or as may be agreed upon by the Contractor and the Contracting Officer.

### **B-2 Fixed Fee**

A fixed fee of \$3,500,000 shall be paid to the Contractor for performance of the work under the contract for the period February 1, 2000, through September 30, 2000, in accordance with the provisions of the clause in Section I entitled, "Payments and Advances." There shall be no adjustment in the amount of the fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Fee is subject to adjustment only under the provisions of the clause in Section I entitled, "Changes." The fixed fee shall be applicable to the prime Contractor and its members in a joint venture or limited liability company, teaming partner, and subcontractors identified and considered a part of the selection and award of this contract, if any.

No fixed fee deemed applicable to work performed under the American Recovery and Reinvestment Act (Recovery Act) of 2009 shall be paid to the Contractor prior to definitization of contract modification(s) reflecting negotiated results of said Recovery Act work. After execution of the definitization contract modification(s), fixed fee provided under Recovery Act work shall be paid in accordance with the "Payments and Advances" clause in Section I of the contract.

The fixed fee amounts agreed to by DOE and the Contractor determined to be subject to the "Changes" clause in Section I are as follows: 1) \$400,000 for Work Authorization No. FD/04019/OR/41, and 2) \$378,000 for Work Authorization No. FE/01019/OR/41.

### **B-3 Performance Fee**

In implementation of the clause in Section I entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," the following shall apply:

- (a) There is no base fee for the period October 1, 2000, through March 31, 2005. During the period October 1, 2000, through September 30, 2004, annual total available performance fee shall be \$7,000,000 less a fee discount factor of 2%. During the period October 1, 2004, through March 31, 2005, total available performance fee shall be \$3,500,000 less the fee discount factor stated above.
- (b) There will be no annual negotiation of total available performance fee since the total available performance fee for the base period of the contract has been established. There shall be no adjustment in the amount of the total available performance fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Total available performance fee is subject to adjustment only under the provisions of the clause in Section I entitled, "Changes." The total available performance fee shall be applicable to the prime Contractor and its members in a joint venture or limited liability company, teaming partner, and subcontractors identified and considered a part of the selection and award of this contract, if any.
- (c) Based on the annual evaluation of the Contractor's overall performance, the total performance fee earned for each evaluation period shall be as defined in the Section H clause entitled "Performance Expectations" and further defined in the annual Performance Evaluation and Measurement Plan.

Performance fee earned shall be available for payment in accordance with the provisions of this clause and the clause in Section I entitled, "Payments and Advances."

- (d) Performance expectations, including relative weights, and performance objectives upon which the Contractor will be evaluated annually will be contained in a Performance Evaluation and Measurement Plan consistent with the clause in Section H entitled, "Performance Expectations," and the clause in Section I entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount."
- (e) The Contractor may be paid provisional performance fee payments consistent with the provisions of the clause in Section I entitled, "Payments and Advances." The Contractor shall promptly refund to the Government any amount of performance fee paid that exceeds the amount of performance fee earned.

#### **B-4 Fee During Option Period**

- (a) The fee shall not exceed that allowed by DEAR 970.1504-1-3, "Special considerations: Laboratory management and operation" and shall not include the application of classification factors in DEAR 970.1504-1-9, "Special

considerations: Cost-plus award-fee.”

- (b) The fee shall be consistent with the approach used in the base term of the contract.
- (c) A fee discount factor of 2% shall be applied to the fee resulting from (a) and (b) above to produce the total available performance fee applicable to the option period.
- (d) During the period April 1, 2005 and September 30, 2005, total available performance fee shall be \$5,459,184 less the 2% fee discount factor stated above. During the period October 1, 2005 and September 30, 2009, total available annual performance fee shall be \$10,918,368 less the 2% fee discount factor stated above. During the period October 1, 2009 and March 31, 2010, total available performance fee shall be \$5,459,184 less the 2% fee discount factor stated above.

#### **B-5 Fee During Five-Year Extension Period**

- (a) The fee shall not exceed that allowed by DEAR 970.1504-1-3, “Special considerations: Laboratory management and operation” and shall not include the application of classification factors in DEAR 970.1504-1-9, “Special considerations: Cost-plus award-fee.”
- (b) The fee shall be consistent with the approach used in the base and option terms of the contract.
- (c) A fee discount factor of 2% shall be applied to the fee resulting from (a) and (b) above to produce the total available performance fee applicable to the extension period.
- (d) During the period April 1, 2010 and September 30, 2010, total available performance fee shall be \$5,459,184 less the 2% fee discount factor stated above. During the period October 1, 2010 and September 30, 2014, total available annual performance fee shall be \$11,428,572 less the 2% fee discount factor stated above. During the period October 1, 2014 and March 31, 2015, total available performance fee shall be \$5,714,286 less the 2% fee discount factor stated above.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION C**

**SECTION C—DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

<b>C-1</b>	<b>Introduction.....</b>	<b>3</b>
<b>C-2</b>	<b>The Laboratory Vision .....</b>	<b>4</b>
<b>C-3</b>	<b>Performance Goals, Objectives, and Notable Outcomes.....</b>	<b>4</b>
<b>C-4</b>	<b>Statement of Work (SOW).....</b>	<b>4</b>
	<b>(a) Research and Development.....</b>	<b>4</b>
	<b>(b) Protection of Workers, the Public and the Environment.....</b>	<b>8</b>
	<b>(c) Project Management.....</b>	<b>8</b>
	<b>(d) Mission-related Partnerships.....</b>	<b>9</b>
	<b>(e) Other Activities .....</b>	<b>9</b>

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## SECTION C—DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C-1 Introduction

- (a) Oak Ridge National Laboratory is a multi-program Department of Energy (DOE) national laboratory and a Federally Funded Research and Development Center (FFRDC) established in accordance with the Federal Acquisition Regulation Subpart 35. Oak Ridge National Laboratory, subsequently referred to as the Laboratory, is an Office of Science laboratory. The Laboratory performs work for all DOE programs including Science, Electrical Delivery and Energy Reliability, Energy Efficiency and Renewable Energy, Nuclear Energy, Fossil Energy, Environmental Management, and the National Nuclear Security Administration. The Laboratory supports the DOE's strategic themes in energy security, nuclear security, scientific discovery and innovation, environmental responsibility, and management excellence, in accomplishing the Department's mission. The Laboratory mission is to conduct basic and applied research and development (R&D) to advance scientific knowledge, the nation's energy resources, national security, and environmental quality, and to strengthen educational foundations and national economic competitiveness. DOE programs are carried out in partnership with academia, the private sector, other DOE national laboratories, the international scientific community, and other government agencies. The Laboratory also performs work consistent with the DOE mission for entities other than DOE. The Contractor will advance the frontiers of science and technology through broad interdisciplinary R&D programs that answer fundamental questions, solve technical problems (locally, regionally, nationally, and internationally), and develop and apply technologies to address societal needs.
- (b) This performance-based management contract reflects the Contractor's responsibility to develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the Laboratory mission. The Contractor will provide integrated line management of this diverse research institution, aligning multiple program scientific and technical missions with the appropriate resources and support to deliver world-class science in a cost effective manner. Integrated line management incorporates integrated safety management, integrated safeguard and security management, cross-organizational teamwork recognizing matrix management, and efficient work practices and applies them to programmatic and operational efforts. Success in partnering with industry and ultimate application of scientific information and/or technology to solve DOE or broad public issues is essential.

## **C-2 The Laboratory Vision**

Consistent with the Department's, Office of Science's and other applicable program office's strategic plans, the Contractor shall develop and maintain a compelling long range vision and supporting strategic and business plans for the Laboratory. The vision and the associated laboratory plans shall be communicated to and reviewed by the Department via such planning processes as are established by the Office of Science. The Performance Evaluation and Measurement Plan, as called for within the clause entitled, "Standards of Contractor Performance Evaluation," identifies standardized Office of Science goals, objectives and specific measures, which are updated and agreed upon by the Parties annually, as standards against which the Contractor's overall performance of scientific, technical, operational, and/or managerial obligations under this contract shall be assessed.

## **C-3 Performance Goals, Objectives, and Notable Outcomes**

DOE has substantial expectations of the Contractor in eight specific performance areas under two major categories: 1) Science and Technology and 2) Management and Operations. The specific areas under the Science and Technology Category are: a) Mission Accomplishment; b) Design, Fabrication, Construction and Operations of Facilities; and c) Science and Technology Research Project/Program Management. Goals under the Management and Operations category include: a) Leadership and Stewardship of the Laboratory; b) Integrated Safety, Health and Environmental Protection; c) Business Systems; d) Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio; and e) Integrated Safeguards and Security Management and Emergency Management Systems. The Performance Evaluation and Measurement Plan is provided in Section J, Appendix G of the contract. This common set of performance areas has been put in place at all Office of Science laboratories as the basic structure for annual performance plans.

## **C-4 Statement of Work (SOW)**

### **(a) Research and Development**

- (1) In accomplishing the DOE mission, the Contractor shall maintain and advance the R&D capabilities that support all five DOE strategic themes: Energy Security, Nuclear Security, Scientific Discovery and Innovation, Environmental Responsibility and Management Excellence.

*Energy Security*—The Department's strategic theme is to promote America's energy security through reliable, clean, and affordable energy. The Contractor has the responsibility to manage Laboratory capabilities in: (1) biomass renewable energy feedstock and conversion technologies; (2) energy efficient technologies for buildings, industry, transportation,



and utility end-use; (3) applied materials in support of energy efficient technologies, electrical transmission and distribution, energy storage, renewables, vehicle technologies, and fossil fuel use; (4) nuclear technology and safety; and (5) assessing national energy use and projections of future energy supply and demand.

*Nuclear Security*—The Department’s strategic theme is to ensure America’s nuclear security. The Contractor shall maintain existing materials storage and processing facilities and develop related technologies. The Contractor shall support DOE in the development of technologies that promote non-proliferation, international nuclear safety, enhanced national security, and safe stockpile stewardship.

*Scientific Discovery and Innovation*—The Department’s strategic theme is to strengthen U.S. scientific discovery, economic competitiveness, and quality of life through innovations in science and technology. The Contractor shall maintain and enhance critical Laboratory capabilities in materials science and engineering and in neutron science. The Contractor shall manage the High Flux Isotope Reactor (HFIR), the Radiochemical Engineering Development Center and other hot cells, the Center for Nanophase Materials Sciences (CNMS), and the Spallation Neutron Source (SNS). These facilities support user programs in neutron scattering, materials irradiation, and isotope production. Also, the Contractor shall manage Laboratory capabilities in analytical and separations chemistry, computational sciences, environmental (including field experimental facilities) and social sciences, fusion science and technology, genetics, genomics, and biotechnology. The Contractor shall direct Laboratory capabilities in nuclear physics, astrophysics with radioactive ion beams, and solid-state physics.

*Environmental Responsibility*—The Department’s strategic theme is to protect the environment by providing a responsible solution to the legacy of nuclear weapons production. The Contractor shall maintain and improve capabilities in environmental technology development, environmental restoration, decontamination and decommissioning and waste management support, and health and environmental risk assessment. Waste minimization, pollution prevention, and energy consumption through green or renewable resources are a challenge and require initiatives to support greenhouse gas reduction efforts. The Contractor shall effectively and efficiently manage the minimization, characterization, and certification of Laboratory generated wastes and other materials, and the treatment, storage and disposal of newly generated waste as directed by DOE.

*Management Excellence* – The Department’s strategic theme is to enable the mission through sound management. The Contractor shall continue initiatives to improve efficiencies; reduce the cost of doing business; and, in the laboratory planning process, focus on these initiatives to ensure highly efficient and effective business, technical, and facility operations are achieved.

- (2) The Contractor shall effectively and efficiently manage all of the Laboratories’ core capabilities. This includes directing research in particle physics, accelerator science, plasma and fusion energy science, condensed matter physics and materials science, chemical and molecular science, climate change science, biological systems science, geological systems science, applied mathematics, advanced computer science, visualization, and data, computational science, applied nuclear science and technology, applied materials science and engineering, chemical engineering, systems engineering and integration, and large scale user facilities/advanced instrumentation. The Contractor shall ensure the Laboratory conducts basic and applied research, development, and demonstration activities facilitating deployment of technologies both in U.S. and international markets through partnerships with the private sector.

The Contractor will direct these core capabilities into creative research projects for DOE in partnership(s) with universities, other federal laboratories and agencies, and the private sector. Opportunities to transfer technology into useful products and processes should be conducted in close cooperation with private sector sponsors. The Contractor shall make it possible for the private sector to join in development/operation activities with the Laboratory to enhance teamwork and technology transfer.

- (3) The Contractor is responsible for operating 11 National User Facilities supporting diverse DOE mission areas and in FY 2009 had over 2,400 users representing over 560 organizations. The 11 National User Facilities are: the Buildings Technology Research and Integration Center, the Center for Nanophase Materials Sciences, the Center for Computational Sciences, the Center for Structural Molecular Biology, the High Flux Isotope Reactor, the High Temperature Materials Laboratory, the Holifield Radioactive Ion Beam Facility, the National Transportation Research Center, the Safeguards Laboratory, the Shared Research Equipment Program, and the Spallation Neutron Source Experimental Facility.

The Contractor is responsible for accommodating over 4,000 visiting scientists and 800 students that are guests of the Laboratory every year, and maintaining over 700 agreements to engage the 11 National User

Facilities. Agreements are in place with other government agencies, industries, universities, and international participants.

- (4) The Contractor shall effectively, efficiently, and safely operate the HFIR. HFIR provides state-of-the-art facilities for neutron scattering and materials irradiation and is the world's leading source of elements heavier than plutonium for research, medicine, and industrial applications. HFIR is a light-water cooled and moderated reactor with a design power level of 100 megawatts and a normal operating power of 85 megawatts. HFIR supports production of radioactive elements that benefit customers in diverse areas like cancer radiation therapy, nondestructive inspection of explosives and aircraft, and as start-up sources for nuclear reactors.
- (5) The Contractor shall maintain effective operations of existing and planned user facilities, other appropriate facilities, and provide effective customer service to user clients. The Contractor shall implement DOE mission objectives to ensure user facilities are user friendly, readily available, and can operate within conditions requested by user clients.

The Contractor is also responsible for user facilities that pose a significant challenge in planning and scheduling experiments. For example, the world class Spallation Neutron Source (SNS) is estimated to have up to 2,000 user scientists per year in a wide variety of scientific investigations. A number of other facilities are proposed at the Laboratory during the term of this contract.

- (6) The Contractor shall manage and maintain government-owned buildings and facilities at the Laboratory site, together with the utilities and appurtenances thereto. The Contractor is also responsible for certain buildings at the Y-12 Plant, and shall also operate the American Museum of Science and Energy as directed by DOE. The DOE Oak Ridge Office's other prime contractors manage some of the facilities at the Laboratory.
- (7) The Contractor shall manage the resources and capabilities of the Laboratory and provide leadership for this scientific institution. The Contractor will effectively and efficiently direct the day-to-day management of the Laboratory and proficiently link scientific/engineering capabilities to accomplish DOE's objectives. Providing leadership in methods of integrated line management to ensure inter-laboratory team building and intra-laboratory cooperation while supplying a safe working environment is essential. The Contractor is charged with maintaining and enhancing the intellectual resource base in order to avoid erosion of the scientific and engineering foundations at the Laboratory and to promote world leadership prominence in areas as mandated by the Office of

Science. The Contractor is also responsible for the employment of all personnel engaged in the SOW efforts and for the readiness and training of its personnel.

- (b) Protection of Workers, the Public and the Environment
- (1) Protection of workers, the public, and the environment are fundamental responsibilities of the Contractor and a critically important performance expectation. The Contractor's Environment, Safety, and Health (ES&H) program shall be operated as an integral, but visible, part of how the organization conducts business. A key element is continued implementation of the ORNL Integrated Safety Management System (ISMS), including prioritizing work planning and execution; establishing clear ES&H priorities; and allocating the appropriate level of trained and qualified resources to address programmatic and operational considerations; and continued implementation of integrated safeguards and security management systems and policies to provide a safe and secure work environment. The Contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ES&H performance.
  - (2) The Contractor shall perform all activities in compliance with applicable health, safety, and environmental laws, orders, regulations, and national consensus standards (contained in ORNL Work Smart Standards); and governing agreements and permits executed with regulatory and oversight government organizations. The Contractor shall take necessary actions to preclude serious injuries and/or fatalities, keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, public and worker safety and health.
  - (3) Incorporating integrated line management, the Contractor shall put in place a system that clearly communicates the roles, responsibilities, and authorities of line managers. The Contractor shall hold line managers, including direct reports, accountable for implementing necessary controls for safe performance of work in their respective area of responsibility. The Contractor shall establish effective management systems to identify deficiencies, resolve them in a timely manner, ensure that corrective actions are implemented, (addressing the extent of conditions, root causes, and measures to prevent recurrence) and prioritize and track commitments and actions. The Contractor shall, as appropriate, consider ES&H performance in selection of its subcontractors and incorporate ES&H requirements into subcontracts.

(c) Project Management

The Contractor shall manage all facility engineering and construction efforts in a manner that allows completion of project objectives in a safe and environmentally sound manner within the planned schedule, cost, and technical baselines. Specifically, the Contractor is expected to achieve all project deliverables associated with scientific facility upgrades, modernization projects including the those projects within the Science Laboratories Infrastructure program and the challenging United States contributions to ITER Project in accordance with DOE directives and requirements.

(d) Mission-Related Partnerships

The Contractor shall maintain and enhance existing partnerships and develop new technology partnership activities in support of the DOE mission. Mechanisms for partnerships include cooperative research and development agreements, direct assistance programs, employee loan programs, user facility agreements, memoranda of cooperation, memoranda of understanding, memoranda of agreement, license agreements, privately funded technology transfer, and other arrangements as approved by DOE in which research and development resources are leveraged with private sector partners. Efforts to develop broad based partnerships with academic research institutions, other agencies, other DOE laboratories, the international scientific community, and with the private sector are essential to the long-term viability of the Laboratory. Accomplishments in creating these partnerships may expand beyond the more classical cooperative research and development agreements as approved by DOE. Neutrons for science, biological systems science, advanced energy and materials, isotope production and advanced computational research programs provide opportunities for partnerships with the private sector, universities, and other national laboratories to advance scientific frontiers and enhance technology development. Facilities and instrumentation may be developed with applications in the pharmaceutical industry, clinical medicine, environmental remediation, and other areas. The contractor shall develop and implement programs that utilize laboratory resources in collaboration and cooperation with other academic and research institutions in order to advance science education opportunities and to improve the quality of science, mathematics, computing, and technology education in the United States.

(e) Other Activities

(1) The Contractor shall manage facilities and resources to optimize the effectiveness of operations in support of the DOE mission. The Contractor shall maintain critical skill mixes and resources at the Laboratory. The Contractor should perform make/buy analyses on work

functions that may be inefficient and determine options for improvement. The Contractor shall examine Laboratory operations to consolidate work efforts, eliminate duplication of scientific effort, identify underutilized facilities, and reduce operational costs. Site planning activities shall be conducted by the Contractor proactively addressing concerns of DOE, regulatory agencies, and stakeholder groups.

- (2) The Contractor shall support DOE-ORO in its responsibilities for land use planning and land management activities and natural resource management for the DOE Oak Ridge Reservation, which consists of over 30,000 acres of federally-owned land. The Contractor's responsibilities are land and facility planning for the Laboratory site, coordinating and conducting research and its associated operational and maintenance activities within the National Environmental Research Park (NERP).
- (3) The Contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, *Strengthening Federal Environmental, Energy and Transportation Management*, and Executive Order 13514, *Federal Leadership in Environmental, Energy and Economic Performance*. The Contractor shall maintain and update, as appropriate, its Infrastructure/Mission Readiness Plans and supporting Site Plans (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives.
- (4) In addition to the services specifically described in other provisions of this SOW, the Contractor shall perform services as DOE and the Contractor shall agree in writing that will be performed from time to time under this contract at Oak Ridge or elsewhere, as follows:
  - (i) Services incidental or related to the services described in other provisions of this SOW.
  - (ii) Services, using existing facilities and capabilities, for other federal agencies and nonfederal entities in accordance with policies and procedures established by DOE.
  - (iii) Services, using existing or enhanced facilities and capabilities, for the Nuclear Regulatory Commission (NRC), under agency agreements between NRC and DOE.

- (iv) Services in support of ORO programs when the work involved has been determined by DOE to be within the unique capabilities of the Contractor or when the work involved has been determined by DOE to be within the special scientific and technical capabilities of the Contractor and the urgent need for the services precludes acquiring them from another source.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION D**

**SECTION D—PACKAGING AND MARKING**

<b>D-1</b>	<b>Packaging</b> .....	<b>3</b>
<b>D-2</b>	<b>Marking</b> .....	<b>3</b>

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## SECTION D - PACKAGING AND MARKING

### D-1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

### D-2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (a) Identifies the contract number under which the item is being delivered.
- (b) Identifies the contract requirement or other instruction, which requires the delivered item(s).

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION E**

**SECTION E—INSPECTION AND ACCEPTANCE**

<b>E-1</b>	<b>52.246-9 Inspection of Research and Development (Short Form)(Apr 1984) .....</b>	<b>3</b>
<b>E-2</b>	<b>Inspection and Acceptance of Recovery Act Project Work (Apr 2009) .....</b>	<b>3</b>

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## SECTION E—INSPECTION AND ACCEPTANCE

### **E-1 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

### **E-2 Inspection and Acceptance of Recovery Act Project Work (Apr 2009)**

#### (a) Access –

- i. The Comptroller General and his representatives are authorized to examine any records of the Contractor or any of its subcontractors that involve transactions relating to the Contract or subcontract and to interview any officer or employee of the Contractor or any of its subcontractors, regarding such transactions.
- ii. Any representative of an appropriate inspector general is authorized to examine any records of the Contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the Contractor or subcontractor regarding such transactions.
- iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the Contractor and any of its subcontractors, and the right to interview any officer or employee of the Contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

#### (b) Certification –

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

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**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION F**

**SECTION F—DELIVERIES OR PERFORMANCE**

<b>F-1</b>	<b>Term of Contract (Jan 2010)</b> .....	<b>3</b>
<b>F-2</b>	<b>Principal Place of Performance</b> .....	<b>3</b>
<b>F-3</b>	<b>52.242-15 Stop-Work Order (Aug 1989)—Alternate I (Apr 1984)</b> .....	<b>3</b>
<b>F-4</b>	<b>Stop Work and Shutdown Authority</b> .....	<b>4</b>

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## SECTION F—DELIVERIES OR PERFORMANCE

### **F-1 Term of Contract (Jan 2010)**

The effective date of the contract is January 18, 2000. The term of the transition period is from January 18, 2000 through March 31, 2000. The term of the base contract is from April 1, 2000 through March 31, 2005. The Government has extended the term of the contract from April 1, 2005 to March 31, 2010, pursuant to the clause in Section I entitled, “Option to Extend the Term of the Contract,” for a period of five (5) years. In accordance with Federal Acquisition Regulation 17.605, the Government has extended the term of the contract from April 1, 2010 to March 31, 2015, for an additional period of five (5) years. The total duration of this contract under this clause shall not exceed 182 months.

### **F-2 Principal Place of Performance**

The principal place of performance for the contract is Oak Ridge, Tennessee.

### **F-3 52.242-15 Stop-Work Order (Aug 1989)—Alternate I (Apr 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of up to 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of up to 30 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **F-4 Stop Work and Shutdown Authority**

Section F Clause, FAR 52.242-15, "Stop Work Order," allows only the Contracting Officer to stop work or shut down facilities for reasons other than harm or imminent danger to the environment or health and safety of employees and the public.

Due to the immediate need to stop work due to situations where the Contractor's acts or failures to act present an imminent danger to the environment or health and safety of employees or the public, any DOE employee may exercise the stop work authority contemplated in Section I Clause, DEAR 970.5223-1, "Integration of Environment, Safety, and Health Into Work Planning and Execution."

**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION G**

**SECTION G—CONTRACT ADMINISTRATION DATA**

<b>G-1</b>	<b>DOE Contracting Officer .....</b>	<b>3</b>
<b>G-2</b>	<b>Contracting Officer's Representative(s) (COR).....</b>	<b>3</b>
<b>G-3</b>	<b>Contract Administration .....</b>	<b>3</b>
<b>G-4</b>	<b>Cost Reporting Requirements Involving Recovery Act Project Work (Apr 2009) .....</b>	<b>3</b>
<b>G-5</b>	<b>Indirect Charges Involving Recovery Act Project Work (Apr 2009) .....</b>	<b>4</b>

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## SECTION G—CONTRACT ADMINISTRATION DATA

### **G-1 DOE Contracting Officer**

For the definition of Contracting Officer see FAR 2.101 – Definitions. The Contracting Officer is the only individual who has the authority on behalf of DOE to take the following actions under the contract:

- (a) Assign additional work within the general scope of the Statement of Work of the contract;
- (b) Issue a change as defined in the “Changes” clause of the contract;
- (c) Change any of the expressed terms, conditions or specifications of the contract;
- (d) Accept non-conforming work; or
- (e) Waive any requirement of this contract.

### **G-2 Contracting Officer’s Representative(s) (COR)**

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer’s Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

### **G-3 Contract Administration**

The contract will be administered by:

U.S. Department of Energy  
Oak Ridge Office  
ORNL Site Office  
Attention: Contracting Officer  
Post Office Box 2001  
Oak Ridge, Tennessee 37831

Written communication shall make reference to the contract number and shall be mailed to the Contracting Officer designated via separate correspondence to the above address.

### **G-4 Cost Reporting Requirements Involving Recovery Act Project Work (Apr 2009)**

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the work scope baseline.

- (a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.
- (b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

**G-5 Indirect Charges Involving Recovery Act Project Work (Apr 2009)**

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

- (a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;
- (b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;
- (c) Ensure all funds transferred by UT-Battelle, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and
- (d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or UT-Battelle, LLC.
- (e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.



**PART I—THE SCHEDULE**

**TABLE OF CONTENTS**

**SECTION H**

**SECTION H—SPECIAL CONTRACT REQUIREMENTS**

<b>H-1</b>	<b>Modification Authority .....</b>	<b>3</b>
<b>H-2</b>	<b>Small Business Subcontracting Plan.....</b>	<b>3</b>
<b>H-3</b>	<b>Confidentiality of Information .....</b>	<b>3</b>
<b>H-4</b>	<b>Service Contract Act (Modified) .....</b>	<b>4</b>
<b>H-5</b>	<b>Corporate Home Office Expenses .....</b>	<b>4</b>
<b>H-6</b>	<b>Age Discrimination in Employment .....</b>	<b>4</b>
<b>H-7</b>	<b>Separate Corporate Entity .....</b>	<b>5</b>
<b>H-8</b>	<b>Performance Guarantee.....</b>	<b>5</b>
<b>H-9</b>	<b>Responsible Corporate Official.....</b>	<b>5</b>
<b>H-10</b>	<b>Permits, Applications, Licenses, and Other Regulatory Documents (Modified).....</b>	<b>5</b>
<b>H-11</b>	<b>Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties .....</b>	<b>7</b>
<b>H-12</b>	<b>Allocation of Responsibilities for Contractor Environmental Compliance Activities (Modified).....</b>	<b>7</b>
<b>H-13</b>	<b>Representations, Certifications and Other Statements of the Offeror .....</b>	<b>8</b>
<b>H-14</b>	<b>Withdrawal of Work .....</b>	<b>8</b>
<b>H-15</b>	<b>Contractor Assurance System (Dec 2009).....</b>	<b>8</b>
<b>H-16</b>	<b>Implementation of FAR Subpart 39.1 .....</b>	<b>9</b>
<b>H-17</b>	<b>Personal Property Acceptance .....</b>	<b>10</b>
<b>H-18</b>	<b>Privacy Act Systems of Record (Modified) .....</b>	<b>10</b>
<b>H-19</b>	<b>Determination of Appropriate Labor Standards .....</b>	<b>10</b>
<b>H-20</b>	<b>Application of Labor Policies and Practices .....</b>	<b>10</b>
<b>H-21</b>	<b>Price Anderson Amendments Act Noncompliance .....</b>	<b>11</b>
<b>H-22</b>	<b>Nuclear Facility Safety (Modified).....</b>	<b>11</b>
<b>H-23</b>	<b>Defense Nuclear Facility Safety Board.....</b>	<b>11</b>
<b>H-24</b>	<b>Reserved .....</b>	<b>12</b>
<b>H-25</b>	<b>Stop Work/Technical Direction (Modified) .....</b>	<b>12</b>
<b>H-26</b>	<b>Corporate Citizenship (Modified).....</b>	<b>12</b>
<b>H-27</b>	<b>Contractor Compensation, Benefits and Pension (Modified) .....</b>	<b>12</b>
<b>H-28</b>	<b>Control of Nuclear Materials .....</b>	<b>16</b>
<b>H-29</b>	<b>Unclassified Controlled Nuclear Information/Export Controlled Information .....</b>	<b>16</b>
<b>H-30</b>	<b>Oak Ridge Office Services (Modified) .....</b>	<b>17</b>
<b>H-31</b>	<b>ORNL Advisory Board .....</b>	<b>17</b>

<b>H-32</b>	<b>Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions .....</b>	<b>17</b>
<b>H-33</b>	<b>Performance Expectations (Modified).....</b>	<b>18</b>
<b>H-34</b>	<b>Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2010) .....</b>	<b>18</b>
<b>H-35</b>	<b>Reserved .....</b>	<b>18</b>
<b>H-36</b>	<b>Limitation on Liability (Modified).....</b>	<b>18</b>
<b>H-37</b>	<b>Reserved .....</b>	<b>19</b>
<b>H-38</b>	<b>Nonprofit Contractor .....</b>	<b>19</b>
<b>H-39</b>	<b>Definitions (Jan 2000) .....</b>	<b>19</b>
<b>H-40</b>	<b>Advance Understandings Regarding Additional Item of Allowable Costs .....</b>	<b>20</b>
<b>H-41</b>	<b>Notice Regarding the Purchase of American-Made Equipment and Products—Sense of Congress .....</b>	<b>20</b>
<b>H-42</b>	<b>Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2005) .....</b>	<b>20</b>
<b>H-43</b>	<b>Reserved .....</b>	<b>20</b>
<b>H-44</b>	<b>Reserved .....</b>	<b>20</b>
<b>H-45</b>	<b>Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States.....</b>	<b>20</b>
<b>H-46</b>	<b>Other Patent Related Matters .....</b>	<b>23</b>
<b>H-47</b>	<b>Intellectual Property – BioEnergy Science Center .....</b>	<b>30</b>
<b>H-48</b>	<b>DOE ITER Project (Apr 2008).....</b>	<b>33</b>
<b>H-49</b>	<b>Reserved .....</b>	<b>35</b>
<b>H-50</b>	<b>Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act (ARRA) of 2009 (Apr 2009) .....</b>	<b>35</b>
<b>H-51</b>	<b>Modification Definitization of Recovery Act Work (Apr 2009).....</b>	<b>37</b>

## SECTION H—SPECIAL CONTRACT REQUIREMENTS

### H-1 Modification Authority

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

### H-2 Small Business Subcontracting Plan

The Small Business Subcontracting Plan submitted by the Contractor for this contract, and approved in writing by the Contracting Officer, is a material part of this contract and is incorporated by reference and has the same force and effect as if attached hereto.

### H-3 Confidentiality of Information

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
  - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all appropriate subcontracts.

#### **H-4 Service Contract Act (Modified)**

The Service Contract Act of 1965 (P.L. 89-286) is not applicable to contracts for the operation of DOE facilities. It is, however, applicable to subcontracts awarded by contractors operating DOE facilities. The Contractor shall insert in all subcontracts of the character to which the Service Contract Act, as amended, applies the applicable clause specified in FAR 22.1006, with such modifications as appropriate to reflect the Contractor/subcontractor relationship.

#### **H-5 Corporate Home Office Expenses**

No corporate home office expense of the Contractor shall be allowable under this contract without the prior approval of the Contracting Officer and consistent with the requirements set forth in Acquisition Letter AL-2005-11, dated July 15, 2005.

#### **H-6 Age Discrimination in Employment**

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations there under.

#### **H-7 Separate Corporate Entity**

The work performed under this contract by the Contractor shall be conducted by a separate corporate entity from its parent company(s). The separate corporate entity must be set up solely to perform this contract and shall be totally responsible for all contract activities.

#### **H-8 Performance Guarantee**

The Contractor is required by other provisions of this contract to organize a dedicated corporate entity to carry out the work under the contract. The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Appendix C. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent or all member organizations shall assume joint and several liability for the performance of the Contractor. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

#### **H-9 Responsible Corporate Official**

Notwithstanding the provisions of the clause in Section H entitled, *Performance Guarantee*, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues. Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

Name: Dr. Jeffrey Wadsworth  
Position: President and Chief Executive Officer  
Organization: Battelle Memorial Institute  
Address: 505 King Avenue  
Columbus, Ohio 43201-2693

#### **H-10 Permits, Applications, Licenses, and Other Regulatory Documents (Modified)**

- (a) Unless otherwise directed by the Contracting Officer, the Contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as 'permits'). Except as specifically provided

in the section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

- (b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulator authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.
- (e) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

**H-11 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties**

- (a) The Contractor shall accept, in its own name, services of notices of violations or alleged violations (NOVs/NOAVs) issued by Federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
- (b) With advance notice given to DOE, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fines and penalties issued in its own name; however, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without receiving written concurrence from the Contracting Officer or his/her authorized representative prior to making any such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

**H-12 Allocation of Responsibilities for Contractor Environmental Compliance Activities (Modified)**

- (a) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties" for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" means requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses.
- (b) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party that caused the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Regardless of which party to this contract is the named subject of an enforcement action for noncompliance with environmental requirements by the cognizant

regulatory authority, liability for payment of any fine or penalty will be governed by provisions of this contract related to allowable costs. If the named subject of an enforcement action or assessment of a fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost and preexisting conditions provisions of this contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty or reimburse the DOE (if DOE pays the fine or penalty). The governing provisions of the contract include, without limitation, paragraph (a) of the clauses in Section I entitled *Pre-Existing Conditions*.

### **H-13 Representations, Certifications and Other Statements of the Offeror**

The Representations, Certifications, and Other Statements of the Offeror, dated August 2, 1999, for this contract are hereby incorporated, by reference, and made a part of this contract. An updated Representations, Certifications, and Other Statements of the Offeror shall be issued to the Contracting Officer by the Contractor within 30 days of the execution date of the contract extension action.

### **H-14 Withdrawal of Work**

- (a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, Descriptions/Specifications/Work Statement, of this contract performed by either another contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn: (1) in order for the Government to conduct pilot programs; (2) if the Contractor's estimated cost of the work is considered unreasonable; (3) for less than satisfactory performance by the Contractor; or, (4) for any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (c) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

### **H-15 Contractor Assurance System (Dec 2009)**

- (a) The Contractor shall develop a contractor assurance system that is executed by the Contractor's Board of Directors (or equivalent corporate oversight entity) and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the Contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:



- (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
- (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
- (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
- (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work process and to carry out independent risk and vulnerability studies.
- (5) Identification and correction of negative performance/compliance trends before they become significant issues.
- (6) Integration of the assurance system with other management systems including Integrated Safety Management.
- (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Assure development of metrics and targets that result in efficient and cost effective performance.
- (8) Continuous feedback and performance improvement.
- (9) An implementation plan (if needed) that considers and mitigates risks.
- (10) Timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.

The initial contractor assurance system description shall be approved by the Contracting Officer.

- (b) The Government may revise its level and/or mix of oversight of this contract when the Contracting Officer determines that the assurance system is or is not operating effectively.

#### **H-16 Implementation of FAR Subpart 39.1**

All information technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security

configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> commensurate with the mission of the contract and conducive to the research and development efforts of the laboratory. This requirement shall be included in all subcontracts which are for information technology acquisitions; and the Laboratory CIO shall annually certify to the DOE Site Office Contracting Officer that this requirement is being incorporated into information technology acquisitions.

#### **H-17 Personal Property Acceptance**

On April 1, 2000, the Contractor shall accept, as is, where-is, accountability for all Government-owned property and all special nuclear materials assigned to this contract. The Contractor shall maintain and administer the existing automated personal property system. Any deviation from this requirement is subject to the prior written approval of the Contracting Officer.

#### **H-18 Privacy Act Systems of Record (Modified)**

To the extent that the Contractor maintains Government-owned records in the performance of this contract that constitutes a Privacy Act System of Records as defined in the Department of Energy's most current Privacy Act System Notice published in the Federal Register on or after June 30, 2003, the Contractor shall maintain the records in accordance with the clause of this contract entitled Privacy Act.

#### **H-19 Determination of Appropriate Labor Standards**

DOE shall determine the appropriate labor standards, in accordance with the Service Contract Act, the Davis-Bacon Act, or other applicable labor laws which shall apply to work performed under this contract. The Contractor shall provide such information in the form and time frame required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts, and for obtaining and applying the appropriate wage determinations.

#### **H-20 Application of Labor Policies and Practices**

The Contractor agrees to conduct its labor relations program in accordance with DOE's intent that labor policies and practices reflect the best experience of American industry in aiming to achieve the type of stable labor-management relations essential to the successful accomplishment of DOE's programs at reasonable cost. Collective bargaining will be left to the orderly processes of negotiation and agreement between Contractor management and certified employee representatives with maximum possible freedom from Government involvement. For working on DOE facilities and programs critical to the National interest, Contractor management's responsibility includes the duty to adopt practices which are fundamental to the friendly adjustment of disputes, and which experience has shown promote orderly collective bargaining relationships.

## **H-21 Price Anderson Amendments Act Noncompliance**

The Contractor shall establish an internal Price Anderson Amendments Act noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

## **H-22 Nuclear Facility Safety (Modified)**

The activities under this contract include the operation of nuclear facilities as defined by 10 CFR § 830 Subpart B. The Contractor recognizes that such operation involves the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety as well as the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risk involved.

- (a) The Contractor shall use all reasonable efforts to perform operations and maintenance activities in the nuclear facilities.
- (b) The Contractor shall prepare a plan or plans that minimize the risk of operating nuclear facilities. The plan or plans should describe work activities that are prioritized to mitigate and/or address hazards/critical issues.
- (c) The Contractor shall prepare plans for Contracting Officer Representative approval that describe actions to shutdown, decontaminate and/or decommission, and disposition the nuclear facility and any associated nuclear wastes or other hazardous material.

## **H-23 Defense Nuclear Facility Safety Board**

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB), which are contained in implementation plans, and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on Contracting Officer's Representative direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

**H-24 Reserved**

**H-25 Stop Work/Technical Direction (Modified)**

In addition to the authorities enumerated in the clause in Section I entitled, *Technical Direction*, the contracting officer's representative (COR) may direct the Contractor to suspend work when clear and present danger exists to workers or members of the public. Clear and present danger is a condition which could be expected to cause death or serious harm to workers, members of the public, or the environment, immediately or before such condition or hazard can be eliminated through normal procedures. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

**H-26 Corporate Citizenship (Modified)**

- (a) The Contractor is expected to be a good corporate citizen and partner with the community in which the Contractor performs its work. Corporate citizenship entails active company and employee involvement in both financial and nonfinancial ways in local area educational, cultural, civic, health and welfare organizations, etc.
- (b) The cost associated with the Contractor's efforts in achieving its corporate citizenship commitment under this clause is not an allowable cost under this contract.

**H-27 Contractor Compensation, Benefits and Pension (Modified)**

- (a) Appendix A and the clause in Section H entitled, *Application of Labor Policies and Practices* are adopted for the exclusive benefit and convenience of the parties hereto; nothing contained herein shall be construed as conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party.
- (b) Labor Relations
  - (1) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
  - (2) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing and obtaining approval of the Contractor's bargaining parameters prior to negotiations of any collective bargaining

agreement or revision thereto. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which is outside of the agreed upon bargaining parameters and can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or retirement income plans or to any welfare benefit plans if these changes are outside of the agreed upon bargaining parameters.

(c) Salary and Benefits

(1) Policies, Practices, and Procedures

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system self-assessment plan consistent with 48 CFR 31.205-6, and DEAR 970.3102-05-6, *Compensation for Personal Services*, as applied to the DOE-approved standards in Appendix A. The Contractor's compensation system and methods shall be in accordance with 48 CFR 31.205-6 and DEAR 970.3102-05-6, fully documented, consistently applied, and acceptable to DOE.

DOE approval of the Contractor's job evaluation and compensation system, dated April 4, 2001, provides the baseline for the Contractor's compensation system.

Based on DOE's approval of the Contractor's Compensation System, Contracting Officer approval of individual compensation actions will be required only for the Laboratory Director and Deputy Director(s).

(2) Severance Pay

Severance pay benefits are not payable to an employee under this contract if the employee:

- (i) Voluntarily separates, resigns or retires from employment, with the exception of a Voluntary Reduction in Force (VRIF) Program. All VRIF programs require prior DOE approval.
- (ii) Is offered employment with a successor/replacement Contractor,
- (iii) Is offered employment with a parent or affiliated company, or

(iv) Is discharged for cause.

(3) Reporting Requirements

The Contractor shall provide the Contracting Officer with the following reports with respect to salary and benefits:

- (i) Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (ii) At the time of contract award and upon any change thereafter, a list of the top five most highly compensated executives and their salaries.
- (iii) Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS), compensation and benefits module.
- (iv) A Self-Assessment of the total compensation program using mutually agreed to compensation system performance measures.
- (v) Annual report of employment, payroll, and residence statistics as of December 31 for each year.

(4) Periodic Appraisals

DOE will conduct periodic appraisals of Contractor performance with respect to compensation system implementation. Such appraisals, when approved by the Contracting Officer, will be conducted by either DOE validation of Contractor self-assessments of compensation system performance, or third party expert review.

(5) Incentive Compensation/Pay Program

Develop an Incentive Pay Plan annually, if appropriate, for a determination of cost reasonableness and reimbursement consistent with the requirements for reimbursement provided in Appendix A, and obtain advance DOE approval of the Incentive Pay Plan.

(d) Pension and Non-Pension Benefit Programs

The program of employee pensions and other benefits employed by the Contractor shall support at a reasonable cost the effective recruitment and retention of a highly skilled workforce at ORNL. Cost reimbursement of benefit plans will be based on Contracting Officer approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison." No presumption of allowability will exist when the Contractor implements a new benefits plan or makes changes to existing employee benefits plans until the Contracting Officer makes a determination of cost reimbursement for reasonable changes to the program. Unless required by State or Federal statute, funding in advance for post retirement benefits other than pensions (PRB) is not allowable.

Unless stated otherwise, or as directed by the Contracting Officer, within 30 days of award or extension, and annually thereafter, and prior to implementation of any benefit change, the Contractor shall submit the following materials to the Contracting Officer in advance for approval of application of the changes under the contract and for a determination as to whether the costs incurred are consistent with the Contractor's documented program plan and are deemed allowable pursuant to 48 CFR 31.205-6 as supplemented by DEAR 970.3102-05-6.

- (1) An evaluation of the Contractor's Employee Benefits Program based on two professionally recognized performance measures:
  - (i) An Employee Benefits Value Study (ben-val) Measure, every two years, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value study does not address post-retirement benefits (PRB) other than pension, the Contractor shall provide separate PRB cost and plan design data comparison with external benchmarks for nationally recognized and Contracting Officer approved survey sources and,
  - (ii) An Employee Benefits Cost Survey Comparison (cost survey) Method every year that analyzes the Contractor's employee benefits cost on a per capita basis per full time equivalent employee and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.
- (2) When net benefit value and/or per capita cost exceed the comparator group by more than 5 percent, submit corrective action plans, when requested by the Contracting Officer, to achieve a net benefit value and per capita cost not to exceed the comparator group by more than 5 percent.

- (3) As required by the Contracting Officer, submit an analysis of the specific plan costs that are above the per capita cost range and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range.
- (4) Implement corrective action plans determined to be reimbursable by the Contracting Officer to align employee benefit programs with the target in subparagraph (d)(2).
- (e) The Contractor shall comply with DOE Order 350.1, *Contractor Human Resource Management Programs*. Upon issuance of the revised DOE Order, the Contractor shall meet with the Contracting Officer to negotiate implementation procedures.

#### **H-28 Control of Nuclear Materials**

- (a) As used in this clause, “nuclear materials” means source material, special nuclear material, and other materials to which DOE Directives regarding the control of nuclear materials apply.
- (b) The Contractor shall, in a manner satisfactory to the Contracting Officer, establish and maintain a materials management program, establish and maintain appropriate nuclear material transfer procedures and control measures, establish accounting and measurement procedures, maintain current records, and institute appropriate control measures for nuclear materials in its possession commensurate with the national security and applicable DOE Directives. Except as otherwise authorized by the Contracting Officer, nuclear materials in the Contractor’s possession, custody, or control shall be used only for the furtherance of the work under this contract.
- (c) The Contractor shall include in every subcontract involving the use of nuclear materials, for which the Contractor has accountability, appropriate terms and conditions for the use of nuclear materials and the responsibilities of the subcontractor regarding control of nuclear materials.

#### **H-29 Unclassified Controlled Nuclear Information/Export Controlled Information**

Documents, information, and/or equipment originated by the Contractor or furnished by the Government to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information and/or Export Controlled Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended, DOE Directives, and U.S. laws and regulations. The Contractor shall be responsible for protecting such documents, information, and/or equipment from unauthorized dissemination in accordance with DOE regulations, requirements and instructions.



### **H-30 Oak Ridge Office Services (Modified)**

Oak Ridge Office is responsible for multiple, broad-based programs that are managed by multiple prime contractors. In order to provide a net benefit to the government, the Contractor may elect to provide services to and/or obtain services from other DOE prime contractors in the performance of their respective responsibilities. The government may also direct the Contractor to obtain or provide services to or from other DOE prime contractors when it is in the best interest of the government, including the accomplishment of DOE responsibilities in which the capabilities of more than one contractor are required. When services are obtained under this provision, the Contractor shall maintain accountability and control of the work and shall execute agreements for the conduct of work with other prime contractors, as appropriate.

### **H-31 ORNL Advisory Board**

In collaboration with DOE, the Contractor shall establish and maintain a high-level, broadly based Advisory Board to ensure that it receives independent scientific, technical, and management guidance and overview on the performance of the Contractor. The Contractor shall consult with DOE on the development or modification of a charter for the Board and report to the COR results from Advisory Board meetings. The Board shall include nationally prominent representatives from the academic community and from industry chosen for their diverse scientific and management skills and broad perspectives. Consistent with the provisions of the contract, the Board shall be responsible to the Contractor and shall provide overview and guidance concerning the performance of the Contractor relating to organization, planning, and program evaluation. In addition, the Board shall review and provide guidance to cooperative programs with universities, industry and other agencies, R&D emphasis and priority, and other appropriate issues to help ensure that ORNL continues to be a leading national R&D center of the highest quality.

### **H-32 Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions**

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at [http://ofee.gov/Executive Order/Executive Order13423\\_main.asp](http://ofee.gov/Executive Order/Executive Order13423_main.asp). This requirement includes the *Electronics Stewardship Requirements of Implementing Instruction XII*. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient

and meet applicable performance requirements. Information on EPEAT-registered computer products is available at [www.epeat.net](http://www.epeat.net).

**H-33 Performance Expectations (Modified)**

Performance expectations encompassing Section C-4, Statement of Work (SOW), are mutually defined on an annual basis in the *Performance Evaluation and Measurement Plan* consistent with Section C-3, Performance Goals, Objectives, and Notable Outcomes.

**H-34 Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2010)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H-35 Reserved**

**H-36 Limitation on Liability (Modified)**

As the Contractor is a non-profit organization, the following provision shall apply:

- (a) The Contractor's liability for certain obligations, which it has assumed under this contract, shall be limited as set forth in paragraph (b) below. These limitations shall apply only to obligations the Contractor has assumed pursuant to the following provisions:
  - (1) Section I, Clause 970.5228 entitled, *Insurance-Litigation and Claims* (Mar 2002), paragraphs (h)(3) and (j)(2), except for punitive damages resulting from the Contractor managerial personnel's willful misconduct or lack of good faith.
  - (2) Section I, Clause 970.5245-1 entitled, *Property* (Dec 2000), paragraph (f)(1)(i)(C).
- (b) The Contractor shall be liable for an amount not to exceed 1.25 times the maximum fee available for each fiscal year in accordance with the provisions of the clauses in Section B, entitled *Fixed Fee* and *Performance Fee*. The amount of the Contractor's liability shall be calculated on a cumulative, per fiscal year basis. The annual cap that will apply shall be based on the fiscal year in which the Contractor's act or failure to act was the proximate cause of the liability assumed by the Contractor pursuant to the provisions of the Clauses identified above. In

the event the Contractor's act or failure to act overlaps more than one period, the limitation will be the annual limitation for the last fiscal year in which the Contractor's act or failure to act occurred. If the Contractor's cumulative obligations equal the amount of the annual limitation of liability, the Contractor shall have no further responsibility for the costs of the liabilities it has assumed pursuant to (a)(1) through (3) above; and all costs in excess of the limitation of liability shall be borne by the Government.

**H-37 Reserved**

**H-38 Nonprofit Contractor**

- (a) With respect to only the clauses listed in (b) below, the term "nonprofit contractor" means:
  - (1) A university or other institution of higher education;
  - (2) An organization of the type described in Section 501(c)(3) of the *Internal Revenue Code of 1954* as amended and exempt from taxation under Section 501(a) of the *Internal Revenue Code*;
  - (3) Any nonprofit scientific or educational organization qualified as a nonprofit by the laws of the State of its organization or incorporation; or
  - (4) A combination of qualifying entities organized for a nonprofit purpose (e.g., partnership, joint venture, or limited liability company) each member of which meets the requirements of (1), (2), or (3) above.
- (b)
  - (1) Section H Clause entitled, *Limitation on Liability*.
  - (2) Section I Clause entitled, *970.5245-1 Property*, paragraph j.

**H-39 Definitions (Jan 2000)**

"Contractor" as used in Section I Clause entitled, *Indemnification Under Public Law 85-804*, shall be defined as follows:

- (a) In all subsections of said clause except as set forth in (b) below, as:
  - (i) UT-Battelle, LLC, a Tennessee nonprofit limited liability company, and
  - (ii) The members of UT-Battelle, LLC, which are, inclusive, the University of Tennessee, a state university, and Battelle Memorial Institute, an Ohio nonprofit corporation.

- (b) As to subsections (a) and (e) of said clause, Contractor shall be defined as UT-Battelle, LLC, a Tennessee nonprofit limited liability company.

**H-40 Advance Understandings Regarding Additional Item of Allowable Costs**

Imputed interest costs relating to leases classified and accounted for as capital leases under generally accepted accounting principles (GAAP) are allowable, provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved in writing by the DOE Contracting Officer in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose.

**H-41 Notice Regarding the Purchase of American-Made Equipment and Products—Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

**H-42 Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2005)**

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H-43 Reserved**

**H-44 Reserved**

**H-45 Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States**

The parties recognize that the Contractor's support of DOE and/or other federal agency efforts to reduce threats from nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology located outside the United States may prove hazardous to contractor employees who volunteer for these assignments. When performing this work, contractor employees may be subject to special hazards which are not part of the employee's normal duties and for which workers' compensation laws, other statutes, the Contractor's welfare plan and policies, and other Contractor-provided insurance of the worker's private insurance may not provide adequate financial protection to the work in the event of disability, or to the worker's estate in the event of death.

(a) Definitions

- (1) “Field Deployment Team” means that emergency-response team established by the Contractor at the request of DOE to be available, upon call by public authorities, through DOE, for immediate technical assistance and advice outside the United States involving detection, identification, assessment, characterization, packaging, control, containment, transport, dismantlement, movement or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology.
- (2) “Covered Assignment” means work which requires the active deployment outside the United States of a Contractor employee as a member of the Field Deployment Roster.
- (3) “Special Insurance Coverage” means Special (Additional) Travel Accident or similar special insurance coverage obtained by the Contractor, with the consent of DOE, to cover each Contractor employee member of the Field Deployment Roster for accidental death, dismemberment, and disability occurring directly or indirectly from said employee’s participation in a covered Assignment, including but not limited to travel to and from the Covered Assignment.
- (4) “Field Deployment Roster” means the list provided at the time of deployment by the Contractor of employees who have volunteered to serve on, and have been accepted for a Covered Assignment.
- (5) “Contractor Benefit Plans Insurance” means insurance obtained and paid for by the Contractor for and on behalf of its employees. Such insurance includes Basic Life Insurance, Business Travel Accident Insurance, and, if applicable, the Special Insurance Coverage.

(b) Special Insurance Coverage

The Contractor may provide Field Deployment Roster employees with Special Insurance coverage, as an allowable cost under this Contract, in order to facilitate the provision of technical expertise to assist in the activities listed in (a)(1) above. The total amount of Contractor Benefit Plans Insurance (including Special Insurance Coverage under this clause) provided to any Field Deployment Roster employee shall not exceed that employee’s annual salary multiplied by 10.

- (c) In performing the work covered by this clause, the Contractor shall use only contractor employees who volunteer for this work assignment. The Contractor

will thoroughly explain the risks of this work assignment to potential Contractor employee volunteers prior to accepting these volunteers for this work.

- (d) The Contractor will provide the Field Deployment Roster to the Contracting Officer in writing prior to beginning work which may be covered by this clause.
- (e) The Contractor shall not include the provisions of this clause in its subcontracts without first consulting with and receiving advance written approval from the Contracting Officer.
- (f) Special Incentives, Allowances and Payments
  - (1) Post Hardship Differential is authorized for Field Deployment Team members serving on such covered assignments in accordance with Department of State Standardized Regulations (DSSR), section 510. Post Hardship Differential is paid to Field Deployment Team members on temporary detail to one or more hardship posts after the forty-second calendar day of the Covered Assignment. Field Deployment Team members, who serve in Afghanistan, Iraq, or other countries if approved by the Contracting Officer, may be granted Post Hardship Differential at the prescribed rate beginning on the forty-third day back to day one.
  - (2) Danger Pay Allowance is authorized for Field Deployment Team members serving on such covered assignments in accordance with DSSR, section 650. Danger Pay Allowance is in addition to Post Hardship Differential.
  - (3) Post Hardship Differential and Danger Pay Allowances are limited to a maximum of seventy-two working days per individual, per deployment, unless the Contracting Officer or Contracting Officer's Representative authorizes an extension of these benefits on a case-by-case basis due to critical mission needs.
  - (4) Field Deployment Team members will not be eligible for additional incentive payments, such as an Incentivized Performance Award (IPA), Significant Event Award (SEA), or Supplemental Performance Award (SPA), for their participation or activities in a Covered Assignment for which special payments or incentives under this policy were paid.
  - (5) An exception to Section 3.2.4, *Other Pay Provisions*, of Appendix A- Personnel Costs and Related Expenses is hereby granted to permit the payment of overtime to exempt employees. The payment will be made at the Field Deployment Team member's straight-time rate for all working hours over forty in a workweek in a Covered Assignment up to a maximum of seventy-two days. The Contracting Officer or Contracting

Officer's Representative may authorize an extension of overtime benefits in extenuating circumstances.

- (6) The overtime payment will be authorized and paid following the Field Deployment Team member's return to ORNL.
- (7) ORNL standard policy, such as Travel Pay and Work on a Holiday, shall govern the payment of all other benefits and compensation.

#### **H-46 Other Patent Related Matters**

(a) Contractor's Commitment

For the Contractor's privately-funded technology transfer (PFTT) effort during the 5-year term of this Contract beginning on April 1, 2010, the Contractor shall commit to at least \$3,500,000 of private monies for expenses including those related to patenting, marketing, licensing, and development of Subject Inventions and shall file a minimum of twenty-five (25) patent applications during the 5-year period and prior to the contract expiration date of March 31, 2015.

(b) Transfer of Patent Rights to a Successor Contractor

As consideration for the Contractor's Commitment defined in paragraph (a) of this clause, the Parties agree that at the termination or expiration of this Contract, the following terms and conditions shall apply to Subject Inventions which were elected to be pursued under the Contractor's PFTT program, and to the licenses and royalties generated therefrom:

- (1) In the event the Contractor has executed a license, assignment or other commercialization agreement to a Subject Invention prior to termination or expiration of this Contract in which royalties, fees, equity or other consideration is to be or has been paid (hereinafter "agreement"), the distribution of net income from royalties, equity, or any other consideration received or to be received under such agreement shall remain as prior to Contract termination or expiration and shall continue for the duration of such agreement. As set forth in paragraph (e) below, fifty-one percent (51%) of such net income shall go to the Successor Contractor at the Facility for use at the Facility pursuant to its contract or, in the absence of a Successor Contractor, to such other entity designated by the Government, and forty-nine percent (49%) may be retained by the Contractor for use in accordance with 35 USC Section 200 et seq. Administration of agreements related to such Subject Invention, shall remain with the Contractor. Title to such Subject Invention shall remain with the Contractor provided the Contractor has fulfilled the commitments set forth in paragraph (a) above. If the Contractor has not fulfilled the

commitments set forth in paragraph (a) above, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or such other entity designated by the Government.

- (2) In the event Contractor has not executed an agreement (as defined in paragraph (1) above) to a Subject Invention, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or to such other entity designated by the Government, unless Contractor can demonstrate that it has expended at least twenty thousand dollars (\$20,000) of private monies in its PFTT program toward the patenting, licensing, marketing and/or development of such Subject Invention, and the Contractor has fulfilled the commitments set forth in paragraph (a) above. In the event Contractor retains title to a Subject Invention under this paragraph, the distribution of royalties, fees, equity, or other consideration from such agreement shall be as set forth in paragraph (1) above.
- (3) In the event Contractor retains title to Subject Inventions under paragraphs (1) or (2) above, and executes an agreement (as defined in paragraph (1) above) to such Subject Inventions after the termination or expiration of this Contract the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (1) above.
- (4) The Contractor and the Government shall enter negotiations prior to such termination or expiration with respect to retention of the title to Subject Inventions. Such negotiations shall consider the equities of the Parties with respect to each Subject Invention and shall take into consideration the presence of private investment, DOE's need for continued operation of the Facility, potential commercial use, assumption of patent related liabilities, effective technology transfer, and the need to market the technology. Such negotiations shall not change the disposition of title provided for in paragraphs (1) and (2) above unless mutually agreed by the Contractor and the Government.
- (5) For any Subject Invention to which the Contractor maintains title or administration of an agreement under paragraphs (b)(1)-(2) above, the Contractor agrees that, to the extent it is able to do so in view of prior licenses or assignments, it will negotiate in good faith to enable the Successor Contractor to practice such subject invention in the form of CRADAs, Work For Others agreements, licenses or other appropriate agreements, in order to fulfill the missions and programs of the Facility. It is the intention of the Contractor to enable the Successor Contractor to continue operation of the Facility, including the Facility's technology transfer program. In any event, the Successor Contractor retains the



nonexclusive royalty-free right to practice the Subject Invention on behalf of the U.S. Government.

- (6) The provisions of paragraph (b)(1), (2), (3), and (5) above survive expiration or termination of the Contract.
- (c) Costs
- (1) Except as otherwise specified in the clause of this Contract entitled, *Technology Transfer Mission*, as allowable costs for conducting activities pursuant to provisions of that clause, no costs are allowable as direct or indirect costs for the preparation, filing, or prosecution of patent applications or the payment of maintenance fees, licensing, marketing and development costs after the Contractor elects to pursue commercialization of a Subject Invention under its PFTT program pursuant to paragraph (g) below.
  - (2) If an extension of time for election of a Subject Invention for PFTT is approved in accordance with paragraph (g) below, Contractor shall reimburse all allowable costs incurred with respect to such Subject Invention during the time period of the extension. The Contractor shall also reimburse all patent costs that are incurred under the Contract for all Subject Inventions elected to be treated under PFTT regardless, of when such costs are incurred.
  - (3) In the case of Contractor's PFTT program, the Contractor shall certify annually that all costs incurred, including, but not limited to, those for licensing, marketing, and development after the Contractor elects to treat a subject invention as PFTT have been and will be paid solely from the Contractor's PFTT program.
  - (4) Within 90 days after the end of each Fiscal Year or at contract termination or expiration, the Contractor shall submit a report covering the previous Fiscal Year which:
    - (i) lists the invention disclosures elected and/or patent applications filed under its PFTT program;
    - (ii) certifies the total amount of private monies it expended during the Fiscal Year, including those expenses related to patenting, marketing, licensing and development of Subject Inventions as required by Section H entitled, *Other Patent Related Matters*, subsection (a); and

- (iii) certifies the amount of gross income received from its PFTT program during the Fiscal Year.
- (d) Liability of the Government
- (1) All costs, including litigation costs, associated with and attributed to Contractor's privately funded technology transfer program are unallowable regardless of the stage of technology development or background intellectual property existing at the time the Subject Invention is chosen for management under the PFTT program, and notwithstanding the inclusion of publicly funded intellectual property in the Contractor's PFTT program activities.
  - (2) The Contractor shall not include in any license agreement or assignment any guarantee or requirement that would obligate the Government to pay any costs or create any liability on behalf of the Government.
  - (3) The Contractor shall include in all licensing agreements and in any assignment of title the following clauses unless otherwise approved or directed by the Contracting Officer following consultation with DOE Patent Counsel:
    - (i) "This agreement is entered into by UT-Battelle, LLC (UT-Battelle) in its private capacity. It is understood and agreed that the U.S. Government is not a party to this agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this agreement or the subject matter licensed assigned."
    - (ii) "Nothing in this Agreement shall be deemed to be a representation or warranty by UT-Battelle or the U.S. Government of the validity of any of the patents or the accuracy, safety, or usefulness for any purpose, of any TECHNICAL INFORMATION, techniques, or practices at any time made available by UT-Battelle. Neither the U.S. Government nor UT-Battelle nor any member company of UT-Battelle shall have any liability whatsoever to LICENSEE or any other person for or on account of any injury, loss, or damage of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon LICENSEE or any other person, arising out of or in connection with or resulting from:
      - (A) The production, use, or sale of any apparatus or product, or the practice of the INVENTIONS;

- (B) The use of any TECHNICAL INFORMATION, techniques, or practices disclosed by UT-Battelle; or
- (C) Any advertising or other promotional activities with respect to any of the foregoing, and LICENSEE shall hold the U.S. Government, UT-Battelle, and any member company of UT-Battelle harmless in the event the U.S. Government, UT-Battelle, or any member company of UT-Battelle is held liable.

UT-Battelle represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert."

(e) Distribution of net income

In the event the Contractor engages in a PFTT program under the clause of this Contract entitled, *Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor* or the clause of this Contract entitled, *Rights in Data – Technology Transfer,*” such that private funds are utilized for technology transfer after the Contractor elects to pursue privately-funded commercialization of a Subject Invention or after the Contractor has received permission from the Contracting Officer to assert statutory copyright in a software program and received DOE approval to commercialize such software under its PFTT program under paragraph (i) below, net income from such PFTT program shall be distributed as follows:

- (1) Fifty-one percent (51%) of net income shall be used at the Facility for scientific research, development, and education consistent with the research and development mission and objectives of the Facility. Forty-nine percent (49%) of such net income may be used by the Contractor at a location other than the Facility if such use is for scientific research, development, and education consistent with the research and development mission and objectives of the Facility in accordance with 35 USC Section 200 et seq.
- (2) “Net income” is defined as that amount remaining after the expense of patenting costs, licensing and marketing costs, payments to inventors, and other expenses incidental to the administration of subject inventions is deducted from gross income received.

(f) Equity Plan

It is the intent of the Government and the Contractor that the Contractor shall, in its discretion, take reasonable and prudent actions from both a commercial and stewardship of the Facility’s technology transfer perspective related to the

ownership of equity received from third parties under this Contract. Contractor shall submit to the Contracting Officer a plan, which shall set forth principles for the Contractor's acquisition, retention, and disposition of equity received from third parties as consideration for licenses or assignments granted to such third party. Such plan shall consider, at a minimum:

- (1) The manner in which the Contractor shall acquire such equity in a third party, including the manner in which Contractor shall apportion capital contributions to such third party between the relative value of private Contractor contributions and the value of contributions representing a license under a Subject Invention;
  - (2) The manner in which the Contractor shall hold such equity, given that the Government has an undivided interest in that portion of such equity representing the value of contributions resulting from a license to such Subject Invention;
  - (3) The manner in which the Contractor shall dispose of such equity, giving due consideration to the potential for a conflict of interest between the interests of the Government and the Contractor; and
  - (4) The manner in which Contractor's inventors are compensated.
- (g) (1) The Contractor shall indicate whether a Subject Invention will be pursued under its government-funded technology transfer program or its PFTT program within six (6) months after the Subject Invention is reported to the Contractor, unless an extension is otherwise agreed in writing by the Patent Counsel. Subject Inventions reported to the Contractor on or after the effective date of the contract modification that incorporates this clause into Prime Contract No. DE-AC05-00OR22725 will be eligible for commercialization pursuant to the PFTT program.
- (2) Notwithstanding paragraph (g)(1) above, DOE grants permission for the Contractor to elect the following Subject Inventions for commercialization in the PFTT program which were reported to the Contractor prior to the effective date of the contract modification that incorporates this clause into the Prime Contract No. DE-AC05-00OR22725 (March 15, 2004):

S-96,741  
S-96,776  
S-99,304  
S-99,385  
S-99,395  
S-101,885  
S-101,894

S-101,922  
S-101,930  
S-101,935

- (3) As consideration for DOE's granting permission to elect the Subject Inventions in paragraph (g)(2) above, the Contractor agrees that upon reaching net income on the entire PFTT portfolio, 61% of net income from these Subject Inventions shall be used at the Facility for scientific research, development and education consistent with the research and development mission and objectives of the Facility. Net income for all other inventions, as described in paragraph (g)(1) above, shall be distributed in accordance with paragraphs (b)(1) and (e)(1) above.

With respect to the Subject Inventions set forth in paragraph (g)(2) above, Contractor agrees to reimburse all allowable costs incurred with respect to each Subject Invention during the time period from six (6) months after disclosure to the Contractor until the effective date of the contract modification that incorporates this modified clause into Prime Contract No. DE-AC05-00OR22725.

- (h) In its PFTT program, the Contractor shall be substantially guided by the principles of U.S. Competitiveness and Fairness of Opportunity as set forth herein.
- (i) When requesting approval from DOE to assert statutory copyright in a particular software package pursuant to the clause entitled, *Rights in Data—Technology Transfer*, Contractor may request that commercialization of such software proceed under the provisions of Section H entitled, *Other Patent Related Matters*. If approved, no costs of such commercialization thereafter shall be allowable, and the proceeds of such commercialization shall be treated in accordance with paragraph (a) above as if such proceeds had resulted from the commercialization of a Subject Invention. Upon termination or expiration of the Contract, such software will be treated as if such software were a Subject Invention elected under Contractor's PFTT program. Disposition of title to such software will be governed by the provisions of paragraphs (b)(1)-(b)(5) above, except that the \$20,000 expenditure requirement for Subject Inventions set forth in paragraph (b)(2) is not applicable to such software.
- (j) Contractor's PFTT program shall be conducted so as to avoid interference with or adverse effects on Contractor's performance of other activities authorized by the Contract, including its government-funded technology transfer program.
- (k) The Contractor shall have procedures implementing its PFTT program. Such implementing procedures shall be provided to the Contracting Officer for review

and approval within ninety (90) days after execution of the contract modification authorizing PFTT. The Contractor shall provide any proposed changes to such procedures to the Contracting Officer for review and approval prior to implementation. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures.

- (l) To the extent DOE unilaterally determines:
  - (1) The Laboratory's mission or function is being negatively impacted; or
  - (2) It provides the most effective technology transfer program.

DOE retains the right to require all or certain portions of Contractor's PFTT program to be administered by a non-laboratory employee(s). Non-laboratory employees shall not utilize any Laboratory facilities without the prior written approval of the Contracting Officer.

#### **H-47 Intellectual Property – BioEnergy Science Center**

Notwithstanding the provisions set forth in Section I Clauses entitled, *970.5227-3 Technology Transfer Mission*, and *970.5227-2 Rights in Data-Technology Transfer*, the following applies to subject inventions in the Core Technologies of the ORNL BioEnergy Science Center and for all technical data produced or acquired by the BESC:

- (a) Definitions:
  - (1) "BESC Team Member" means any industrial, university, or other entity, and their successors, receiving BESC funding as part of the ORNL BioEnergy Science Center.
  - (2) "Core Technologies" means:
    - (i) Formation of biomass with reduced recalcitrance;
    - (ii) New tools for biomass characterization; and
    - (iii) Microbial/enzymatic hydrolysis of lignocellulose.
  - (3) "Intellectual Property Management Plan" means the plan approved by DOE and executed by all BESC Team Members within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725. The Intellectual Property Management Plan, to be attached as Appendix I to this Contract and made a part hereof, ensures and facilitates compliance with federal Intellectual Property law and

policy, the public interest regarding dissemination of scientific reports and results, and the rapid transfer of technology for the development of cellulosic ethanol and other biofuels.

(b) Licensing and Disposition of Benefits.

- (1) The Center will not enter into or be subject to any future licensing arrangements that provide a preferential license to any third party without prior approval by DOE.
- (2) In accordance with the Intellectual Property Management Plan, the following disposition of revenue applies when cumulative royalties or other income earned by the Contractor (excluding equity until liquidated) exceed \$200,000 from all license agreements for any subject invention or group of related subject inventions in the Core Technologies.

After incidental expenses (such as patenting and licensing costs, but not payments to inventors) are deducted from any royalties or other income earned by the Contractor with respect to subject inventions in the Core Technologies, sixty percent (60%) of the balance of any such royalties or other income or equity (above the \$200,000 threshold) will be utilized as determined by the Center for the support of scientific research or education to further the efforts of the Center and forty percent (40%) of the balance of such royalties, other income or equity will be distributed to the intellectual property owner(s), from which payments to inventors will be made.

- (3) All revenue, regardless of amount, resulting from liquidation of equity in private for-profit companies created to commercialize a Core Technology invention retained by the Contractor shall be subject to the 60/40 split as provided for in (2) above.
- (4) The disposition of royalties or other income, including equity, set forth in (2) and (3), above, remains in effect so long as the BESC is in existence. If the BESC no longer exists *prior* to the end of the initial five-year period due to lack of DOE funding, or *after* the initial five-year period due to funding or other issues as determined by DOE, then the royalty and equity disposition of (2) and (3), above, is no longer applicable.
- (5) The requirements set forth in this clause will be included in the IP Management Plan executed by all the BESC Team Members.

- (6) Subject inventions in the Core Technologies made with Center funding are not entitled to election or commercialization under Contractor's privately funded technology transfer program.
- (c) Ownership of Technical Data.
- (1) Except for data qualifying as restricted computer software or limited rights data, the Contractor will include the following requirements in all subcontracts with BESC Team Members performing work as part of the Center:
- (i) The Government shall have unlimited rights in all technical data first produced or acquired by the subcontractor. Contractor shall use the clause at 48 CFR 970.5227-1, *Rights in Data-Facilities* (BESC Deviation), in all subcontracts with BESC Team Members; and
- (ii) All technical data first produced or acquired in the performance of work in the Center will be shared with BESC Team Members, other DOE BioEnergy Science Centers, and with any DOE advisory committee assisting DOE in the evaluation of the activities of the Center.
- (2) Any deviations or modifications to such requirements will require written notice to and authorization of the DOE Contracting Officer.
- (3) Within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725, the Contractor will agree to establish a list of data first produced by the Center in the performance of this contract, which will be released to the public.
- (4) The Contractor will include the technical data publication requirement in paragraph (3) above in all subcontracts or other agreements with BESC Team Members performing work as part of the Center. Any deviation or modification of this requirement will require written notice to and authorization of the DOE Contracting Officer.
- (d) Special Patent Rights Provisions for Certain Subcontractors Subject to 35 U.S.C. § 200, *et seq.*:

For subcontracts in which the Contractor is a domestic small business or nonprofit organization as defined at (FAR) 48 CFR 27.301, Contractor shall replace paragraph (b) of 952.227-11 with alternate paragraph (b) as prescribed in 37 CFR 401.14(c) and with paragraph (2) modified by inserting at the beginning thereof, "Provided DOE has issued an exceptional circumstance in accordance with 37 CFR 401.3, . . ."



**H-48 DOE ITER Project (Apr 2008)**

- (a) With respect to the DOE ITER Project, the Contractor will:
- (1) Pursuant to direction from DOE in its role as the Domestic Agency head for the United States and in accordance with provisions of the Joint Implementation Agreement signed on November 21, 2006, as may be amended (hereinafter, "ITER Agreement") and related documents, manage the U.S. contributions to the international ITER Project by establishing and managing the U.S. ITER Project Office at the Oak Ridge National Laboratory.
  - (2) Receive funding from DOE for U.S. ITER Project costs and manage these funds to meet U.S. obligations to the international ITER Project in accordance with the U.S. ITER Project Execution Plan and related/supporting documents.
  - (3) Perform work required by the *U.S. ITER Project Execution Plan* and approved project baseline.
  - (4) Execute necessary documents on behalf of the Domestic Agency that are consistent with the approved project baseline and needed for the day-to-day management of the project.
- (b) Reserved
- (c) Intellectual Property - In order to implement the international ITER Agreement Annex on Information and Intellectual Property, Contractor agrees that:
- (1) It is subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement) with regard to work on the ITER project. Specifically, and without limitation, subject inventions and data produced in the performance of this contract and subcontracts related to the ITER Project are subject to the license rights and other obligations provided for in the ITER Agreement's Annex on Information and Intellectual Property (the Annex) attached as Appendix H of this contract.
  - (2) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use its best efforts to identify Background Intellectual Property (including patents and

data) and grant a nonexclusive license in certain Background Intellectual Property to the Parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE.

- (3) In accordance with the Annex, intellectual property generated by Contractor employees who are designated as seconded staff to the ITER Organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondment agreement with the ITER Organization.
  - (4) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver to DOE, at a minimum, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers, which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliance with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement.
  - (5) It will include the ITER patent and data rights clauses transmitted to the Contractor from the U.S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected to be produced or in subcontracts that contain a requirement for production or delivery of data.
- (d) Foreign assignments, in support of the ITER Project, are governed by the U.S. ITER Long-Term Foreign Assignment Relocation Policy. The Policy was approved by DOE to provide an equitable and uniform approach to the long-term (greater than one year) foreign assignment of personnel in support of the ITER Project.
  - (e) DOE has developed a set of human resource tools (R&R Toolbox) to facilitate the recruitment and retention of critical skills for major projects. The ITER project

has been approved to utilize this toolbox for the recruitment and retention of personnel. (See Appendix A)

**H-49 Reserved**

**H-50 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act (ARRA) of 2009 (Apr 2009)**

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the Contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, “Covered Funds” means funds expended or obligated from appropriations under the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

“Non-Federal Employer” means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

(a) Flow Down Provision

This clause must be included in every first-tier subcontract.

(b) Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

Note: For contractors currently using drawdown on a letter of credit, the current procedure remains in effect and is used for Recovery Act activity in lieu of invoicing.

(c) Prohibition on Use of Funds

None of the funds provided under this agreement derived from the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5 may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(d) Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in *Reorganization Plan Numbered 14 of 1950* (64 Stat. 1267, 5 U.S.C. App.) and Section 3145 of *Title 40 United States Code*. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

(e) Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

(f) Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements.

(g) Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

**H-51 Modification Definitization of Recovery Act Work (Apr 2009)**

- (a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal (if necessary) in accordance with the instructions contained in the Contracting Officer's request for proposal.
- (b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date</u>
Contractor submits technical, cost, and fee Proposal	30 days after effective date of this modification or as otherwise directed
Commence negotiations	150 days after effective date of this modification
Mutual agreement on definitization of Recovery Act work	175 days after effective date of this modification
Contractor submits certificate of current cost or pricing data	175 days after effective date of this modification
Execute definitization contract modification	180 days after effective date of this modification

- (c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable cost and/or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR and DEAR 970.1504-1-1, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the “Obligation of Funds” clause in this contract.

**PART II—CONTRACT CLAUSES**

**TABLE OF CONTENTS**

**SECTION I**

<b>I.1</b>	<b>52.202-1 DEFINITIONS. (JUL 2004)</b> .....	<b>1</b>
<b>I.2</b>	<b>52.203-3 GRATUITIES. (APR 1984)</b> .....	<b>1</b>
<b>I.3</b>	<b>52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)</b> .....	<b>2</b>
<b>I.4</b>	<b>52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)</b> .....	<b>3</b>
<b>I.5</b>	<b>52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)</b> .....	<b>3</b>
<b>I.6</b>	<b>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)</b> .....	<b>5</b>
<b>I.7</b>	<b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)</b> .....	<b>6</b>
<b>I.8</b>	<b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)</b> .....	<b>7</b>
<b>I.9</b>	<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)</b> .....	<b>12</b>
<b>I.10</b>	<b>52.203-14 – DISPLAY OF HOTLINE POSTER(S) (DEC 2007)</b> .....	<b>16</b>
<b>I.11</b>	<b>52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)</b> .....	<b>18</b>
<b>I.12</b>	<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)</b> .....	<b>18</b>
<b>I.13</b>	<b>52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)</b> .....	<b>19</b>
<b>I.14</b>	<b>52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)</b> .....	<b>22</b>
<b>I.15</b>	<b>52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (MAR 2009)</b> .....	<b>23</b>
<b>I.16</b>	<b>52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)</b> .....	<b>27</b>
<b>I.17</b>	<b>52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)</b> .....	<b>28</b>
<b>I.18</b>	<b>52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)</b> .....	<b>29</b>
<b>I.19</b>	<b>52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)</b>	<b>30</b>
<b>I.20</b>	<b>52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)</b> .....	<b>30</b>
<b>I.21</b>	<b>52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)</b> .....	<b>31</b>
<b>I.22</b>	<b>52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)</b> .....	<b>31</b>
<b>I.23</b>	<b>52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)</b> .....	<b>32</b>
<b>I.24</b>	<b>52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)</b> .....	<b>34</b>
<b>I.25</b>	<b>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)</b> .....	<b>35</b>

<b>I.26</b>	<b>52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008)</b> .....	<b>37</b>
<b>I.27</b>	<b>52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)</b> .....	<b>48</b>
<b>I.28</b>	<b>52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING. (APR 2008)</b> .....	<b>49</b>
<b>I.29</b>	<b>52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)</b> .....	<b>50</b>
<b>I.30</b>	<b>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)</b> .....	<b>52</b>
<b>I.31</b>	<b>52.222-3 CONVICT LABOR. (JUN 2003)</b> .....	<b>52</b>
<b>I.32</b>	<b>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)</b> .....	<b>53</b>
<b>I.33</b>	<b>52.222-6 DAVIS-BACON ACT. (JUL 2005)</b> .....	<b>54</b>
<b>I.34</b>	<b>52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)</b> .....	<b>57</b>
<b>I.35</b>	<b>52.222-8 PAYROLLS AND BASIC RECORDS. (FEB 1988)</b> .....	<b>58</b>
<b>I.36</b>	<b>52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)</b> .....	<b>59</b>
<b>I.37</b>	<b>52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)</b> ..	<b>61</b>
<b>I.38</b>	<b>52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)</b> .....	<b>62</b>
<b>I.39</b>	<b>52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)</b> .....	<b>63</b>
<b>I.40</b>	<b>52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988)</b> .....	<b>64</b>
<b>I.41</b>	<b>52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)</b> .....	<b>64</b>
<b>I.42</b>	<b>52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)</b> .....	<b>64</b>
<b>I.43</b>	<b>52.222-16 APPROVAL OF WAGE RATES. (FEB 1988)</b> .....	<b>64</b>
<b>I.44</b>	<b>52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (DEC 1996)</b> .....	<b>65</b>
<b>I.45</b>	<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)</b> .....	<b>65</b>
<b>I.46</b>	<b>52.222-26 EQUAL OPPORTUNITY. (MAR 2007)</b> .....	<b>65</b>
<b>I.47</b>	<b>52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION. (FEB 1999)</b> .....	<b>68</b>
<b>I.48</b>	<b>52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003)</b> .....	<b>74</b>
<b>I.49</b>	<b>52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006)</b> .....	<b>74</b>
<b>I.50</b>	<b>52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)</b> .....	<b>79</b>
<b>I.51</b>	<b>52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006)</b> .....	<b>81</b>
<b>I.52</b>	<b>52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)</b> .....	<b>82</b>
<b>I.53</b>	<b>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)</b> .....	<b>84</b>
<b>I.54</b>	<b>52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)</b> .....	<b>88</b>
<b>I.55</b>	<b>52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)</b> .....	<b>89</b>
<b>I.56</b>	<b>52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003) -- ALTERNATE I (AUG 2003) (MODIFIED BY ACQUISITION LETTER</b>	



2008-05) ..... 91

**I.57 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000) MODIFIED BY DOE ACQUISITION LETTER 2008-05 ..... 92**

**I.58 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001) ..... 92**

**I.59 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)93**

**I.60 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)..... 93**

**I.61 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)..... 95**

**I.62 52.223-16 IEEE STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)..... 96**

**I.63 52.223-17 AFFIRMATIVE PROCUREMENT of EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)..... 96**

**I.64 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)..... 97**

**I.65 52.224-2 PRIVACY ACT. (APR 1984)..... 97**

**I.66 52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009) ..... 98**

**I.67 52.225-8 DUTY-FREE ENTRY. (FEB 2000) ..... 100**

**I.68 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (FEB 2009)..... 102**

**I.69 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)..... 106**

**I.70 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS-BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAR 2009)..... 107**

**I.71 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000)..... 111**

**I.72 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER. (DEC 2007)..... 112**

**I.73 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS. (MAR 1990)113**

**I.74 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2008) ..... 114**

**I.75 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008)116**

**I.76 52.232-17 INTEREST. (OCT 2008) ..... 125**

**I.77 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS. (JAN 1986)..... 127**

**I.78 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)..... 127**

**I.79 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985) ..... 129**

**I.80 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) 130**

**I.81 52.236-8 OTHER CONTRACTS. (APR 1984) ..... 130**

**I.82 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) ..... 130**

**I.83 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)..... 130**

**I.84 RESERVED ..... 131**

**I.85 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984) ..... 131**

**I.86 RESERVED ..... 132**

**I.87 52.242-13 BANKRUPTCY. (JUL 1995) ..... 132**

**I.88 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)..... 132**

**I.89 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009) ..... 132**

**I.90 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)..... 134**

**I.91 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)..... 134**  
**I.92 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL  
VESSELS. (FEB 2006)..... 135**  
**I.93 52.247-67 SUBMISSION OF DOCUMENTS FOR AUDIT. (FEB 2006) ..... 138**  
**I.94 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004); MODIFIED BY  
DEAR 970.4905-1 ..... 139**  
**I.95 52.249-14 EXCUSABLE DELAYS. (APR 1984) ..... 143**  
**I.96 RESERVED ..... 144**  
**I.97 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984) (DEVIATION) ..... 144**  
**I.98 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND  
RELATED SERVICES. (JAN 1991) ..... 144**  
**I.99 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984) ..... 145**  
**I.100 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)..... 145**  
**I.101 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES.  
(DEC 2000)..... 145**  
**I.102 952.204-2 SECURITY (AUG 2009)..... 146**  
**I.103 952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)..... 150**  
**I.104 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS. (APR 1994)..... 151**  
**I.105 952.204-75 PUBLIC AFFAIRS. (DEC 2000)..... 152**  
**I.106 952.204-77 COMPUTER SECURITY (AUG 2006)..... 153**  
**I.107 952.208-7 TAGGING OF LEASED VEHICLES. (APR 1984)..... 154**  
**I.108 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)  
ALTERNATE I (AUG 2009)..... 154**  
**I.109 952.211-71 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008).. 157**  
**I.110 952.215-70 KEY PERSONNEL. (DEC 2000)..... 157**  
**I.111 952.217-70 ACQUISITION OF REAL PROPERTY. (APR 1984) ..... 157**  
**I.112 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION  
EXPOSURE RECORDS. (APR 1984)..... 158**  
**I.113 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUN 1997)  
(DEVIATION) ..... 158**  
**I.114 952.235-71 RESEARCH MISCONDUCT (JUL 2005)..... 159**  
**I.115 952.242-70 TECHNICAL DIRECTION. (DEC 2000)..... 162**  
**I.116 952.247-70 FOREIGN TRAVEL. (AUG 2009) ..... 164**  
**I.117 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT. (JUN 1996) ..... 164**  
**I.118 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005) ..... 170**  
**I.119 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009)..... 175**  
**I.120 970.5203-1 MANAGEMENT CONTROLS. (JUN 2007) ..... 176**  
**I.121 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION. (MAY  
2006)..... 177**  
**I.122 970.5203-3 CONTRACTOR'S ORGANIZATION. (DEC 2000) (DEVIATION)..... 178**  
**I.123 970.5204-1 COUNTERINTELLIGENCE. (DEC 2000) (Modified)..... 178**  
**I.124 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES. (DEC 2000)  
(DEVIATION) ..... 179**  
**I.125 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS. (JUL 2005)..... 180**

<b>I.126970.5208-1 PRINTING. (DEC 2000)</b> .....	182
<b>I.127970.5211-1 WORK AUTHORIZATION (MAY 2007)</b> .....	183
<b>I.128970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) - ALTERNATE II AND ALTERNATE III (DEC 2000)</b> .	184
<b>I.129970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES--FACILITY MANAGEMENT CONTRACTS (AUG 2009) – ALTERNATE II (AUG 2009)</b> .....	187
<b>I.130970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005)</b> .....	195
<b>I.131970.5222-1 COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS. (DEC 2000)</b> .....	197
<b>I.132970.5222-2 OVERTIME MANAGEMENT. (DEC 2000)</b> .....	197
<b>I.133970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION. (DEC 2000)</b> .....	198
<b>I.134970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM. (MAR 2003) (MODIFIED BY DOE ACQUISITION LETTER 2008-05)</b> .....	201
<b>I.135970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES. (DEC 2000)</b> .....	202
<b>I.136970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY. (OCT 2003) MODIFIED BY DOE ACQUISITION LETTER 2008-05</b> .....	203
<b>I.137970.5226-1 DIVERSITY PLAN. (DEC 2000)</b> .....	203
<b>I.138970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993. (DEC 2000)</b> .....	204
<b>I.139970.5226-3 COMMUNITY COMMITMENT. (DEC 2000)</b> .....	204
<b>I.140970.5227-2 RIGHTS IN DATA-TECHNOLOGY TRANSFER. (DEVIATION - JULY 2006) (DOE ACQUISITION LETTER 2006-10)</b> .....	204
<b>I.141970.5227-3 TECHNOLOGY TRANSFER MISSION. (DEVIATION JULY 2006 – DOE ACQUISITION LETTER 2006-10 - ALTERNATE I</b> .....	220
<b>I.142970.5227-4 AUTHORIZATION AND CONSENT. (AUG 2002)</b> .....	232
<b>I.143970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (AUG 2002)</b> .....	232
<b>I.144970.5227-6 PATENT INDEMNITY - SUBCONTRACTS. (DEC 2000)</b> .....	233
<b>I.145970.5227-8 REFUND OF ROYALTIES. (AUG 2002)</b> .....	233
<b>I.146970.5227-10 PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR. (AUG 2002) (DEVIATION)</b> .....	234
<b>I.147970.5228-1 INSURANCE-LITIGATION AND CLAIMS. (AUG 2009) (DEVIATION)</b>	248
<b>I.148970.5229-1 STATE AND LOCAL TAXES. (DEC 2000)</b> .....	251
<b>I.149970.5231-4 PREEXISTING CONDITIONS. (DEC 2000) - ALTERNATE I (DEC 2000)</b>	252
<b>I.150970.5232-1 REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)</b> .....	253
<b>I.151970.5232-2 PAYMENTS AND ADVANCES (DEC 2000)-ALTERNATE II AND ALTERNATE III (DEC 2000) (DEVIATION)</b> .....	253

**I.152970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION. (AUG 2009) (DEVIATION  
DOE ACQUISITION LETTER 2009-09) ..... 257**  
**I.153970.5232-4 OBLIGATION OF FUNDS. (DEC 2000) ..... 260**  
**I.154970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS.  
(DEC 2000) ..... 262**  
**I.155970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION. (DEC 2000) ..... 262**  
**I.156970.5232-7 FINANCIAL MANAGEMENT SYSTEM. (DEC 2000) ..... 262**  
**I.157970.5232-8 INTEGRATED ACCOUNTING. (DEC 2000) (DEVIATION) ..... 263**  
**I.158970.5235-1 FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER  
SPONSORING AGREEMENT. (DEC 2000) ..... 263**  
**I.159970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL. (DEC 2000) 264**  
**I.160970.5242-1 PENALTIES FOR UNALLOWABLE COSTS. (AUG 2009) ..... 264**  
**I.161970.5243-1 CHANGES. (DEC 2000) (DEVIATION) ..... 265**  
**I.162970.5244-1 CONTRACTOR PURCHASING SYSTEM. (AUG 2009) (DEVIATION).. 266**  
**I.163970.5245-1 PROPERTY. (DEC 2000) - ALTERNATE I (DEC 2000) (DEVIATION) 272**

## SECTION I - CONTRACT CLAUSES

### I.1 52.202-1 DEFINITIONS. (JUL 2004)

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--
  - (1) The solicitation, or amended solicitation, provides a different definition;
  - (2) The contracting parties agree to a different definition;
  - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
  - (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

### I.2 52.203-3 GRATUITIES. (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -
  - (1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled -
  - (1) To pursue the same remedies as in a breach of the contract; and

- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this Clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

**I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**

- (a) *Definitions.*

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract..

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.



- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may -
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which -
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either -
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be -
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
  - (3) For cost-plus-award-fee contracts -
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may -
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS. (SEP 2007)**

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

“Agency” means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following Federal actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate

district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed

by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

- (b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.
- (1) The term *appropriated funds* does not include profit or fee from a covered Federal action.
  - (2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.
- (c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:
- (1) *Agency and legislative liaison by Contractor employees.*
    - (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

- (A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or
  - (B) The application or adaptation of the person's products or services for an agency's use.
- (iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (2) *Professional and technical services.*
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
  - (iii) As used in this paragraph (c)(2), "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

- (iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
  - (3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.
- (d) *Disclosure.*
- (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.
  - (2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.
- (e) *Penalties.*
- (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
  - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
- (g) *Subcontracts.*
- (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11,

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

- (2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

**I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)**

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
  - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
  - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from—
  - (i) Conducting an internal investigation; or



- (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) *Code of business ethics and conduct.*

- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
  - (i) Have a written code of business ethics and conduct; and
  - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
- (2) The Contractor shall—
  - (i) Exercise due diligence to prevent and detect criminal conduct; and
  - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
  - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
  - (B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

- (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
    - (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
  - (1) An ongoing business ethics awareness and compliance program.
    - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
    - (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
  - (2) An internal control system.
    - (i) The Contractor's internal control system shall—
      - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) At a minimum, the Contractor's internal control system shall provide for the following:
- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
  - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
  - (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
    - (1) Monitoring and auditing to detect criminal conduct;
    - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
    - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
  - (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
  - (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
  - (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or

subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
  - (2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
  - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
  - (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

**I.10 52.203-14 – DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

- (b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)—
- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
    - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
    - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
  - (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
  - (3) Any required posters may be obtained as follows:

Obtain Poster(s) from:

    - (i) U.S. Department of Energy Office of Inspector General
    - (ii) <http://www.ig.energy.gov/hotline.htm>
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
- (1) Is for the acquisition of a commercial item; or
  - (2) Is performed entirely outside the United States.

**The following clause is only applicable to projects funded by the Recovery Act:**

**I.11 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)**

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

**I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)**

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as -

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as -

- (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

**I.13 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**

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

*“Central Contractor Registration (CCR) database”* means the primary Government repository for Contractor information required for the conduct of business with the Government.

*“Data Universal Numbering System (DUNS) number”* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*“Data Universal Numbering System+4 (DUNS+4) number”* means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character

suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
    - (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:



- (i) Company legal business name.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and Zip Code.
  - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the

responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the CCR database;
  - (B) Comply with the requirements of Subpart 42.12 of the FAR;
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**The following clause is only applicable to projects funded by the Recovery Act:**

**I.15 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT –  
REPORTING REQUIREMENTS (MAR 2009)**

- (a) Definitions. As used in this clause--

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and

one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
  - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
  - (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
  - (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
    - (1) The Government contract and order number, as applicable.

- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide--
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if--
  - (i) In the Contractor's preceding fiscal year, the Contractor received--
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) The applicable North American Industry Classification System (NAICS) code.
  - (vi) Funding agency.
  - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (viii) Subcontract number (the contract number assigned by the prime contractor).

- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if--
  - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
    - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**I.16 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)**

(a) *Definitions.*

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html).

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

- (b) *Requirements.*
- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
  - (2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-
    - (i) The name of the supplier;
    - (ii) The amount of helium purchased;
    - (iii) The delivery date(s); and
    - (iv) The location where the helium was used.
- (c) *Subcontracts.* The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

**I.17 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)**

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:



- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**I.18 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)**

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

“New” means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

“Reconditioned” means restored to the original normal operating condition by readjustments and material replacement.

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

“Remanufactured” means factory rebuilt to original specifications.

“Virgin material” means -

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
  - (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

**I.19 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

**I.20 52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)**

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as

of the date of agreement on the negotiated price of the subcontract or subcontract modification.

- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either -
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data - Modifications.

**I.21 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)**

- (a) The requirements of paragraphs (b) and (c) of this clause shall -
  - (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and
  - (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

**I.22 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**

- (a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.
- (b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.
- (c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

**I.23 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

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

“Subcontractor,” as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

- (b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
- (c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—
  - (1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
  - (1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and
  - (2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
- (e) Access to records.
  - (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
  - (2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-

2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

- (f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

**I.24 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)**

- (a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) *Evaluation preference.*
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
    - (ii) Otherwise successful offers from small business concerns.
  - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
  - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_ Offer elects to waive the evaluation preference.

- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
  - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**I.25 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small

business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- (c) *Definitions.* As used in this contract -

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern” -

- (1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that -

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;



- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-owned small business concern” means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern -

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**I.26 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008)**

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and

economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled

veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:
    - (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.
    - (ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
      - (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
      - (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
      - (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

- (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of—
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to
- - (i) Small business concerns,
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns, and
  - (vi) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
  - (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

- (9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
  - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
  - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the

offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (*e.g.*, CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
  - (A) Whether small business concerns were solicited and if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
  - (F) Whether women-owned small business concerns were solicited and if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
  - (A) Trade associations;
  - (B) Business development organizations;

- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through --
    - (A) Workshops, seminars, training, etc., and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by



accessing the Central Contractor Registration (CCR) database or by contacting SBA.

- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
  - (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.
- (k) The failure of the Contractor or subcontractor to comply in good faith with—
  - (1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.
  - (1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.
    - (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
    - (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

- (iii) The authority to acknowledge receipt or reject the ISR resides—
  - (A) In the case of the prime Contractor, with the Contracting Officer;  
and
  - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
- (2) SSR.
  - (i) Reports submitted under individual contract plans—
    - (A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
    - (B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
    - (C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.
    - (D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.
    - (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
    - (F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.
  - (ii) Reports submitted under a commercial plan—

- (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
  - (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
  - (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
  - (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.
- (iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**I.27 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**

- (a) “Failure to make a good faith effort to comply with the subcontracting plan”, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled “Small Business Subcontracting Plan,” or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith

effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**I.28 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (APR 2008)**

- (a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners and teaming arrangement members through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the Central Contractor Registration database or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

- (b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

**I.29 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
  - (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
  - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.[Contractor to sign and date and insert authorized signer's name and title].

**I.30 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

**I.31 52.222-3 CONVICT LABOR. (JUN 2003)**

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons--
  - (1) On parole or probation to work at paid employment during the term of their sentence;
  - (2) Who have been pardoned or who have served their terms; or
  - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
    - (i) The worker is paid or is in an approved work training program on a voluntary basis;
    - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
    - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
    - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and



- (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**I.32 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)**

- (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) *Payrolls and basic records.*
  - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or

transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

- (e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**I.33 52.222-6 DAVIS-BACON ACT. (JUL 2005)**

- (a) Definition.--Site of the work—

- (1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the primary site of the work as defined in paragraph (a)(1)(i), or the secondary site of the work as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose

locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the site of the work. Such permanent, previously established facilities are not a part of the site of the work even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

- (b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
- (c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage

and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**I.34 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**I.35 52.222-8 PAYROLLS AND BASIC RECORDS. (FEB 1988)**

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the -

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U.S. Government Printing Office  
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (b)(2) of this clause.
  - (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**I.36 52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)**

- (a) Apprentices.
  - (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

- (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
  - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



- (b) Trainees.
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
  - (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
  - (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**I.37 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

**I.38 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)**

- (a) *Definition.* “Construction, alteration or repair,” as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - (2) Painting and decorating;
  - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
  - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and
  - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—
- (1) Davis-Bacon Act;
  - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the clause is included in this contract);
  - (3) Apprentices and Trainees;
  - (4) Payrolls and Basic Records;

- (5) Compliance with Copeland Act Requirements;
  - (6) Withholding of Funds;
  - (7) Subcontracts (Labor Standards);
  - (8) Contract Termination – Debarment;
  - (9) Disputes Concerning Labor Standards;
  - (10) Compliance with Davis-Bacon and Related Act Regulations; and
  - (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).
- (d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

**I.39 52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)**

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

**I.40 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

**I.41 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.42 52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)**

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**I.43 52.222-16 APPROVAL OF WAGE RATES. (FEB 1988)**

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**I.44 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (DEC 1996)**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**I.45 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**

- (a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.46 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
- (c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to -
- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion;
  - (iv) Transfer;
  - (v) Recruitment or recruitment advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as

provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**I.47 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION. (FEB 1999)**

- (a) *Definitions.* “Covered area,” as used in this clause, means the geographical area described in the solicitation for this contract.

“Deputy Assistant Secretary,” as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee

“Employer's identification number,” as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

“Minority,” as used in this clause, means -

- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);



- (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
  - (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
  - (c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
  - (d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
  - (e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
  - (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
  - (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
  - (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

- (6) Disseminate the Contractor's equal employment policy by -
  - (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
  - (ii) Including the policy in any policy manual and in collective bargaining agreements;
  - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
  - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
  - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
  - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
  - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
  - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
  - (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided, the Contractor -
- (1) Actively participates in the group;
  - (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
  - (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
  - (4) Makes a good-faith effort to meet its individual goals and timetables; and
  - (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the

Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- (n) The Contractor shall designate a responsible official to -
  - (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
  - (2) Submit reports as may be required by the Government; and
  - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (*e.g.*, mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing

records satisfy this requirement, separate records are not required to be maintained.

- (o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**I.48 52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003)**

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

**I.49 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006)**

- (a) *Definitions.* As used in this clause –

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee -

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;

- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means -

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare

for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred -
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed -
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;



- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
  - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
  - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall -
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**I.50 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.  
(JUN 1998)**

- (a) *General.*
  - (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as -
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
    - (iii) Rates of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
    - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
    - (viii) Activities sponsored by the Contractor, including social or recreational programs; and

- (ix) Any other term, condition, or privilege of employment.
  - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) *Postings.*
- (1) The Contractor agrees to post employment notices stating -
    - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
    - (ii) The rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**I.51 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2006)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on -
  - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date -
  - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
  - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that -
  - (1) The information is voluntarily provided;

- (2) The information will be kept confidential;
  - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
  - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**I.52 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
  - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
  - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
  - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
  - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip> .

**I.53 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

- (a) Definitions. As used in this clause--



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

- (1) Means any item of supply that is --
  - (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

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

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

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

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

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

- (b) Enrollment and verification requirements.
  - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
- (i) All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract,

whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--
  - (i) Enrollment in the E-Verify program; or
  - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
  - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual;

or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--
- (1) Is for--
    - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - (ii) Construction;
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States

**I.54 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)**

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—
- (1) The product cannot be acquired—
    - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
    - (ii) Meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement

requirement for the application of the USDA-designated item to one or both of the following:

- (i) Spacecraft system and launch support equipment.
  - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

**I.55 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)**

- (a) “Hazardous material,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

(If none, insert “None”)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.56 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003) -- ALTERNATE I (AUG 2003) (MODIFIED BY ACQUISITION LETTER 2008-05)**

- (a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section Implementing Instruction VIII of Executive Order 13423 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

- (b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
  - (1) The emergency planning reporting requirements of section 302 of EPCRA.
  - (2) The emergency notice requirements of section 304 of EPCRA.
  - (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
  - (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
  - (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
  - (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

- (7) The environmental management system as described in Section 3(b) of Executive Order 13423.

**I.57 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000) MODIFIED BY DOE ACQUISITION LETTER 2008-05**

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

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR Part 247).

**I.58 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)**

- (a) Definition. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:



Warning

Contains (or manufactured with, if applicable) [ ], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

[ ] The Contractor shall insert the name of the substance(s).

**I.59 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**I.60 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
  - (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (i) Major group code 10 (except 1011, 1081, and 1094).
  - (ii) Major group code 12 (except 1241).
  - (iii) Major group codes 20 through 39.
  - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt -
- (1) The Contractor shall notify the Contracting Officer; and
  - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall -
    - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
    - (ii) Continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall -
- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the

provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

- (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**I.61 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

- (a) *Definition.* As used in this clause--

“Energy-efficient product”—

- (1) Means a product that—

- (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

- (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

- (2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

- (b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

- (1) Delivered;

- (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

- (3) Furnished by the Contractor for use by the Government; or

- (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

- (c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

- (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
  - (2) Otherwise approved in writing by the Contracting Officer.
- (d) Information about these products is available for—
- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
  - (2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

**I.62 52.223-16 IEEE STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)**

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

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

- (b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.
- (c) For information about the standard, see <http://www.epeat.net>.

**I.63 52.223-17 AFFIRMATIVE PROCUREMENT of EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (2) Meeting contract performance requirements; or
  - (3) At a reasonable price.
- (b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> . The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm> .

**I.64 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**I.65 52.224-2 PRIVACY ACT. (APR 1984)**

- (a) The Contractor agrees to -
  - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -
    - (i) The systems of records; and
    - (ii) The design, development, or operation work that the contractor is to perform;
  - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
  
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.
  
- (c)
  - (1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  
  - (2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
  
  - (3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**I.66 52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009)**

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

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

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  
  - (ii) Sold in substantial quantities in the commercial marketplace; and

- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

“Cost of components” means--

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

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
  - (ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

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

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

**I.67 52.225-8 DUTY-FREE ENTRY. (FEB 2000)**

- (a) *Definition.* “Customs territory of the United States” means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
  - (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the -
    - (i) Foreign supplies;
    - (ii) Estimated amount of duty; and
    - (iii) Country of origin.



- (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
- (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if -
  - (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
  - (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the -
  - (1) Delivery address of the Contractor (or contracting agency, if appropriate);
  - (2) Government prime contract number;
  - (3) Identification of carrier;
  - (4) Notation "UNITED STATES GOVERNMENT, [*agency*], Duty-free entry to be claimed pursuant to Item No(s) [*from Tariff Schedules*], Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
  - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

- (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to -
  - (1) Consign the shipment as specified in paragraph (g) of this clause;
  - (2) Mark all packages with the words “UNITED STATES GOVERNMENT” and the title of the contracting agency; and
  - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the -
  - (1) Foreign supplies;
  - (2) Country of origin;
  - (3) Contract number; and
  - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if -
  - (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
  - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

**I.68 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (FEB 2009)**

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

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

- (1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

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

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;

- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: NONE [*Contracting Officer to list applicable excepted materials or indicate “none”*]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

**I.69 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person

- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**The following clause is only applicable to projects funded by the Recovery Act:**

**I.70 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS-BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAR 2009)**

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

*“Construction material”* means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*“Domestic construction material”* means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

*“Foreign construction material”* means a construction material other than a domestic construction material.

“*Manufactured construction material*” means any construction material that is not unmanufactured construction material.

“*Steel*” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“*United States*” means the 50 States, the District of Columbia, and outlying areas.

“*Unmanufactured construction material*” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

- (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
- (ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

“none”

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable.



- (A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;
  - (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.
- (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Cost;
      - (E) Time of delivery or availability;
      - (F) Location of the construction project;
      - (G) Name and address of the proposed supplier; and
      - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

- (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on **unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:**

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

\*Include all delivery costs to the construction site.]

**I.71 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000)**

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

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the -

U.S. Department of the Interior

Bureau of Indian Affairs (BIA)  
Attn: Chief, Division of Contracting and  
Grants Administration  
1849 C Street, NW,  
MS-2626-MIB  
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

- (2) The Contractor may request an adjustment under the Indian Incentive Program to the following:
  - (i) The estimated cost of a cost-type contract.
  - (ii) The target cost of a cost-plus-incentive-fee prime contract.
  - (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
  - (iv) The price of a firm-fixed-price prime contract.
- (3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

**I.72 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER. (DEC 2007)**

- (a) Before filing or causing to be filed a patent application in the United States disclosing any subject matter of this contract classified “Secret” or higher, the Contractor shall, citing the 30-day provision below, transmit the proposed

application to the Contracting Officer. The Government shall determine whether, for reasons of national security, the application should be placed under an order of secrecy, sealed in accordance with the provision of 35 U.S.C. 181-188, or the issuance of a patent otherwise delayed under pertinent United States statutes or regulations. The Contractor shall observe any instructions of the Contracting Officer regarding the manner of delivery of the patent application to the United States Patent Office, but the Contractor shall not be denied the right to file the application. If the Contracting Officer shall not have given any such instructions within 30 days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.

- (b) Before filing a patent application in the United States disclosing any subject matter of this contract classified “Confidential,” the Contractor shall furnish to the Contracting Officer a copy of the application for Government determination whether, for reasons of national security, the application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent United States statutes or regulations.
- (c) Where the subject matter of this contract is classified for reasons of security, the Contractor shall not file, or cause to be filed, in any country other than in the United States as provided in paragraphs (a) and (b) of this clause, an application or registration for a patent containing any of the subject matter of this contract without first obtaining written approval of the Contracting Officer.
- (d) When filing any patent application coming within the scope of this clause, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter and shall promptly furnish to the Contracting Officer the serial number, filing date, and name of the country of any such application. When transmitting the application to the United States Patent Office, the Contractor shall by separate letter identify by agency and number the contract or contracts that require security classification markings to be placed on the application.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter.

**I.73 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS. (MAR 1990)**

- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [*insert name of the foreign government*], or from which the Contractor or any subcontractor under this contract is exempt under the laws of [*insert name of country*], shall not constitute an allowable cost under this contract.

- (b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**I.74 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2008)**

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall --
  - (1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
  - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

- (4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C.6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C.601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the

subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$650,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**I.75 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008)**

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

“Affected CAS-covered contract or subcontract” means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

- (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or
- (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

“Cognizant Federal agency official (CFAO)” means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

“Desirable change” means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

“Fixed-price contracts and subcontracts” means--

- (1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);



- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

“Flexibly-priced contracts and subcontracts” means—

- (1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2), 16.204, 16.205, and 16.206;
- (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

“Noncompliance” means a failure in estimating, accumulating, or reporting costs to--

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

“Required change” means—

- (1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently becomes applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or
- (2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

“Unilateral change” means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered

contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

- (b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230- 3, Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.
- (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.
  - (2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.
  - (3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clause at FAR 52.230-3, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.
  - (4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clause at FAR 52.230-3)--
    - (i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or
    - (ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

- (c) When requested by the CFAO, submit on or before a date specified by the CFAO--
- (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;
  - (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
  - (3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and
  - (4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.
- (d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--
- (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
  - (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
    - (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and

subcontract incentives, fees, and profits, for each of the following groups:

- (A) Fixed-price contracts and subcontracts.
  - (B) Flexibly-priced contracts and subcontracts.
- (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
- (A) Fixed-price contracts and subcontracts.
  - (B) Flexibly-priced contracts and subcontracts; and
- (4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.
- (e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--
- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
  - (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--
    - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
    - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
  - (4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.
- (f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal

year in which the costs were incurred (*i.e.*, whether or not the final indirect rates have been established).

- (2) For unilateral changes--
  - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
    - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
    - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
  - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
    - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.
    - (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
  - (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and
  - (iv) Calculate the increased cost to the Government in the aggregate.
- (3) For equitable adjustments for required or desirable changes--
  - (i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and
  - (ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

- (g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:
- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease.
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
    - (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (ii) The increased or decreased cost to the Government for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
  - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--
    - (i) Include only those affected CAS-covered contracts and subcontracts having--
      - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
      - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
    - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
  - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
  - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).
  - (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
    - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

- (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
- (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
  - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
  - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.
- (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.
- (5) Calculate the increased cost to the Government in the aggregate.
- (j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:
  - (1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.
  - (2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.
- (k) Agree to--



- (1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR 52.230-3; and
  - (2) Repay the Government for any aggregate increased cost paid to the Contractor.
- (l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--
- (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);
  - (2) Include the substance of this clause in all negotiated subcontracts; and
  - (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:
    - (i) Subcontractor's name and subcontract number.
    - (ii) Dollar amount and date of award.
    - (iii) Name of Contractor making the award.
- (m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall—
- (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and
  - (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.
- (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**I.76 52.232-17 INTEREST. (OCT 2008)**

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear

simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- (b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
  - (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
  - (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (e) Amounts shall be due at the earliest of the following dates:
  - (1) The date fixed under this contract.
  - (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
  - (1) The date on which the designated office receives payment from the Contractor;
  - (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

- (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

**I.77 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS. (JAN 1986)**

The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this contract.

**I.78 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
  - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

- (iii) The certification shall state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from
  - (1) the date that the Contracting Officer receives the claim (certified, if required);  
or
  - (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**I.79 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

**I.80 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

**I.81 52.236-8 OTHER CONTRACTS. (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

**I.82 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**I.83 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

- (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.84 RESERVED**

**I.85 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

- (a) Notwithstanding any other clause of this contract -
- (1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and
  - (2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the

Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

- (b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

**I.86 RESERVED**

**I.87 52.242-13 BANKRUPTCY. (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**I.88 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

**I.89 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009)**

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

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.



- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
  - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
  - (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (vii) [Reserved]
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.90 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. DE-AC02-98CH10886. This may be confirmed by contacting the U.S. Department of Energy, Brookhaven Site Office, 53 Bell Avenue, Bldg. 464, Upton, New York 11973.

**I.91 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)**

- (a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [*State reasons*]:

(End of statement)

- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**I.92 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)**

- (a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are --

- (1) Acquired for a U.S. Government agency account;
  - (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
  - (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
  - (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
- (c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both --
- (i) The Contracting Officer, and
  - (ii) The:  
Office of Cargo Preference  
Maritime Administration (MAR-590)  
400 Seventh Street, SW  
Washington DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

- (2) The Contractor shall furnish these bill of lading copies
  - (i) within 20 working days of the date of loading for shipments originating in the United States, or
  - (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
    - (A) Sponsoring U.S. Government agency.
    - (B) Name of vessel.

- (C) Vessel flag of registry.
  - (D) Date of loading.
  - (E) Port of loading.
  - (F) Port of final discharge.
  - (G) Description of commodity.
  - (H) Gross weight in pounds and cubic feet if available.
  - (I) Total ocean freight revenue in U.S. dollars.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
- (e) The requirement in paragraph (a) does not apply to --
- (1) Cargoes carried in vessels as required or authorized by law or treaty;
  - (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
  - (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
  - (4) Subcontracts or purchase orders for the acquisition of commercial items unless –
    - (i) This contract is –
      - (A) A contract or agreement for ocean transportation services; or
      - (B) A construction contract; or
    - (ii) The supplies being transported are –
      - (A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

- (B) Shipped in direct support of U.S. military –
  - (1) Contingency operations;
  - (2) Exercises; or
  - (3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
  
- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates  
Maritime Administration  
400 Seventh Street, SW  
Washington DC 20590  
Phone: 202-366-2324

**I.93 52.247-67 SUBMISSION OF DOCUMENTS FOR AUDIT. (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
  
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
  
- (c) Contractors shall submit the above referenced transportation documents to—

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405

**I.94 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004); MODIFIED BY DEAR 970.4905-1**

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if --
  - (1) The Contracting Officer determines that a termination is in the Government's interest; or
  - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable

in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

- (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government --
  - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
  - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
  - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor
  - (i) is not required to extend credit to any purchaser and
  - (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting



Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
  - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
  - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.
  - (3) The reasonable costs of settlement of the work terminated, including --

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.
- (4) A portion of the fee payable under the contract, determined as follows:
- (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
  - (ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.
- (5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, as supplemented in subpart 970.31 of the Department of Energy Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
  - (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor --
- (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

- (2) The amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted --
  - (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (m)
  - (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
  - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

**I.95 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2)

acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -
  - (1) The subcontracted supplies or services were obtainable from other sources;
  - (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
  - (3) The Contractor failed to comply reasonably with this order.
- (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

**I.96 RESERVED**

**I.97 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984) (DEVIATION)**

*(Deviation)* The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "*Property*," shall apply to all property acquired under such authorization.

**I.98 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES. (JAN 1991)**

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management

system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

**I.99 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any [insert regulation name] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**I.100 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**I.101 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)**

- (a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

**I.102 952.204-2 SECURITY (AUG 2009)**

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

- (f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.*
- (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
  - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
    - (i) A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
    - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
    - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared

employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
  - A. The date(s) each Review was conducted;
  - B. Each entity that provided information concerning the individual;
  - C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;



- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
  - E. The results of the test for illegal drugs.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) *Foreign Ownership, Control, or Influence.*
- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.
  - (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
  - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
  - (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance

of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
  
- (l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

### **I.103 952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)**

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal

Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**I.104 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS. (APR 1994)**

- (a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the contracting officer if the contractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to

terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.

- (b) The provisions of this clause shall be included in any subcontracts.

**I.105 952.204-75 PUBLIC AFFAIRS. (DEC 2000)**

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and

accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

### **I.106 952.204-77 COMPUTER SECURITY (AUG 2006)**

- (a) Definitions.
  - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
  - (2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless-
  - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and
  - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

**I.107 952.208-7 TAGGING OF LEASED VEHICLES. (APR 1984)**

- (a) DOE intends to use U.S. Government license tags.
- (b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the contractor shall furnish the DOE the documentation required by the State to acquire such tags.

**I.108 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)  
ALTERNATE I (AUG 2009)**

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
  - (1) Use of Contractor's Work Product.
    - (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
    - (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform

or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

- (c) Disclosure after award.
  - (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
  - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
  - (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
  - (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the



Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

**I.109 952.211-71 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008)**

The Contractor shall follow the provisions of Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) in obtaining controlled materials and other products and materials needed to fill this contract.

**I.110 952.215-70 KEY PERSONNEL. (DEC 2000)**

- (a) The personnel listed below or elsewhere in this contract (Section J, Appendix B), if applicable are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

[See Section J, Appendix B]

**I.111 952.217-70 ACQUISITION OF REAL PROPERTY. (APR 1984)**

- (a) Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by:
  - (1) Purchase, on the Government's behalf or in the contractor's own name, with title eventually vesting in the Government.
  - (2) Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.

- (3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the contracting officer.
- (c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**I.112 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS. (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**I.113 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUN 1997) (DEVIATION)**

- (a) (DEVIATION) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor (1) who has been employed at a Department of Energy Defense Nuclear Facility as defined in Section 3161 of the National Defense Authorization Act for FY 1993 (Pub. L. 102-484) and the Interim Planning Guidance for Contractor Work Force Restructuring (Feb 1996) or other applicable Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time (hereinafter "Guidance"), (2) whose employment at such a Defense Nuclear Facility has been involuntarily terminated (other than for cause) or who has been notified that they are facing termination, (3) who has also met the job attachment test as set forth in applicable Departmental Guidance, and (4) who is qualified for a particular position with the Contractor or, with retraining, can become qualified within the time and cost limits set forth in the Departmental Guidance.

- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

- (c) (DEVIATION) The Contractor will develop retraining programs for eligible employees to the extent practicable and will take such retraining into account in assessing the qualifications of eligible employees.
- (d) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.114 952.235-71 RESEARCH MISCONDUCT (JUL 2005)**

- (a) The Contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.
- (b) Unless otherwise instructed by the Contracting Officer, the Contractor must conduct an initial inquiry into any allegation of research misconduct. If the Contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the Contracting Officer and, unless otherwise instructed, the Contractor must:
  - (1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;
  - (2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
  - (3) Inform the Contracting Officer if an initial inquiry supports a formal investigation and, if requested by the Contracting Officer thereafter, keep the Contracting Officer informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the Contractor will forward to the Contracting Officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, and the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

- (c) The Department of Energy (DOE) may elect to act in lieu of the Contractor in conducting an inquiry or investigation into an allegation of research misconduct if the Contracting Officer finds that—
- (1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;
  - (2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;
  - (3) DOE involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or
  - (4) The allegation involves possible criminal misconduct.
- (d) In conducting the activities under paragraphs (b) and (c) of this clause, the Contractor and the Department, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:
- (1) **Safeguards for information and subjects of allegations.** The Contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the Contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The Contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.
  - (2) **Objectivity and Expertise.** The Contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.
  - (3) **Timeliness.** The Contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation,

and adjudication should be complete within 60 days of receipt of the record of investigation.

- (4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.
  - (5) Remediation and Sanction. If the Contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The Contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The Contractor must coordinate remedial actions with the Contracting Officer. The Contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.
- (e) DOE reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the Contractor's good faith administration of this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If DOE pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.
- (f) Definitions.

*Adjudication* means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

*Fabrication* means making up data or results and recording or reporting them.

*Falsification* means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

*Finding of Research Misconduct* means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a

conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

*Inquiry* means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

*Investigation* means the formal examination and evaluation of the relevant facts.

*Plagiarism* means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

*Research* means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

*Research Misconduct* means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

*Research record* means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

- (g) By executing this contract, the Contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.
- (h) The Contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

#### **I.115 952.242-70 TECHNICAL DIRECTION. (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of

inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

- (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the

contract effort and does not constitute a change under the Changes clause of the contract;

- (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**I.116 952.247-70 FOREIGN TRAVEL. (AUG 2009)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, or its successor, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.

**I.117 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT. (JUN 1996)**

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's



liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
    - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
    - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
    - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
    - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
      - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
        - (1) Negligence;
        - (2) Contributory negligence;

- (3) Assumption of risk; or
- (4) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
- (B) Any issue or defense as to charitable or governmental immunity; and
- (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR Part 840.
- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
  - (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
  - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
  - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which

results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
  - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

Effective date

( ) See Note II below for instructions related to this section on Effective Date.

Relationship to general indemnity

( ) See Note III below for instructions related to this section on Relationship to General Indemnity.

NOTE I: Paragraph (i) of the clause will be replaced with "Reserved" in contracts specifically exempted from civil penalties by section 234 of the Act. That subsection provides that the following DOE contractors are not subject to the assessment of civil penalties:

- (1) The University of Chicago (and any subcontractors or suppliers thereto) for activities associated with Argonne National Laboratory;

- (2) The University of California (and any subcontractors or suppliers thereto) for activities associated with Los Alamos National Laboratory, Lawrence Livermore National Laboratory, and Lawrence Berkeley National Laboratory;
- (3) American Telephone and Telegraph Company and its subsidiaries (and any subcontractors or suppliers thereto) for activities associated with Sandia National Laboratories;
- (4) Universities Research Association, Inc. (and any subcontractors or suppliers thereto) for activities associated with FERMI National Laboratory;
- (5) Princeton University (and any subcontractor or suppliers thereto) for activities associated with Princeton Plasma Physics Laboratory;
- (6) The Associated Universities, Inc. (and any subcontractors or suppliers thereto) for activities associated with the Brookhaven National Laboratory; and
- (7) Battelle Memorial Institute (and any subcontractors or suppliers thereto) for activities associated with Pacific Northwest Laboratory.

(End of note)

NOTE II: Contracts with an effective date after the date of (June 12, 1996), do not require the effective date provision in this clause. Delete the title.

Use the EFFECTIVE DATE title and the following language, for those contracts:

"( ) This indemnity agreement shall be applicable with respect to nuclear incidents occurring on or after .."

- (1) Those that contained an indemnity pursuant to Public Law 85-840 prior to August 20, 1988, include the effective date provision above, inserting the effective date of the contract modification that replaced the Public Law 85-804 indemnity with an interim Price-Anderson based indemnity. Pursuant to the Price-Anderson Amendments Act, this substitution must have taken place by February 20, 1989.
- (2) Those that contained, and continue to contain, either of the previous Nuclear Hazards Indemnity clauses, include the effective date provision above, inserting "August 20, 1988."
- (3) Those with an effective date between August 20, 1988, and the date of the Final Rule, that (a) had "interim coverage" or (b) did not have "interim coverage" but have now been determined to be covered under the PAAA,

include the effective date provision above, inserting the contract effective date.

NOTE III: The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply."

#### **I.118 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

- (a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) *Definitions.* The definitions set out in the Act shall apply to this clause.
- (c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) *Indemnification.* To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) *Waiver of Defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
    - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
    - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
    - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
    - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
      - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
        - (1) Negligence;
        - (2) Contributory negligence;
        - (3) Assumption of risk; or
        - (4) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

- (B) Any issue or defense as to charitable or governmental immunity;  
and
  - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
  - (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
    - (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
    - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
    - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
    - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
    - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required



to be provided under any workmen's compensation or occupational disease law;

- (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

- (i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.
- (j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.
- (l) *Effective date.* This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

## Note II

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by

an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply."

(End of note)

**I.119 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009)**

- (a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.
- (f) Obtaining travel discounts.
  - (1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
  - (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

**SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR**

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

**I.120 970.5203-1 MANAGEMENT CONTROLS. (JUN 2007)**

- (a) (1) The Contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted including consideration of outsourcing of functions by management to reasonably ensure that: the mission and functions assigned to the Contractor are properly executed; efficient and effective operations are promoted; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the Contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.
- (2) The systems of controls employed by the Contractor shall be documented and satisfactory to DOE.
- (3) Such systems shall be an integral part of the Contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.
- (4) The Contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are

adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the Contracting Officer, the Contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 48 CFR 970.5232-3, Accounts, records, and inspection.

- (b) The Contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

**I.121 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION. (MAY 2006)**

- (a) The Contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.
- (b) The Contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.
- (c) The Contractor may consult with the Contracting Officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The Contractor may request the assistance of the Contracting Officer in the communication of the success of improvements to other

management and operating contractors in accordance with paragraph (b) of this clause.

- (d) The Contractor shall notify the Contracting Officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

**I.122 970.5203-3 CONTRACTOR'S ORGANIZATION. (DEC 2000) (DEVIATION)**

- (a) Organization chart. As promptly as possible after the execution of this contract, the contractor shall furnish to the contracting officer a chart showing the names, duties, and organization of key personnel (see 48 CFR 952.215-70) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.
- (b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the contractor satisfactory to the contracting officer shall be in charge of the work at the site, and any work off-site, at all times.
- (c) *(DEVIATION)* Control of employees. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- (d) Standards and procedures. The contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the contracting officer.

**I.123 970.5204-1 COUNTERINTELLIGENCE. (DEC 2000) (Modified)**

- (a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- (b) *(Modification)* The contractor shall appoint a qualified employee(s) to function as the Contractor Counterintelligence Officer *to support all facilities for which the Oak Ridge Office has cognizance for the Counterintelligence function.* The

Contractor Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of employees traveling to foreign countries or interacting with foreign nationals; providing thoroughly documented written reports relative to targeting, suspicious activity and other matters of Counterintelligence interest; immediately reporting targeting, suspicious activity and other Counterintelligence concerns to the DOE Headquarters Counterintelligence Division; and providing assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

**I.124 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES. (DEC 2000)  
(DEVIATION)**

- (a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, *or through the process described in Appendix D*, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

**I.125 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS. (JUL 2005)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause. [The Contracting Officer shall identify which of the following categories of records will be included in the clause.]
  - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance



program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

[70 FR 37010 Jun. 28, 2005]

- (2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.

- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
  - (1) The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);
  - (2) The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or
  - (3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

**I.126 970.5208-1 PRINTING. (DEC 2000)**

- (a) To the extent that duplicating or printing services may be required in the performance of this contract, the Contractor shall provide or secure such services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.

- (b) The term "Printing" includes the following processes: Composition, platemaking, presswork, binding, microform publishing, or the end items produced by such processes. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.
- (c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.
- (d) The Contractor shall include the substance of this clause in all subcontracts hereunder which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations).

**I.127 970.5211-1 WORK AUTHORIZATION (MAY 2007).**

- (a) Work authorization proposal. Prior to the start of each fiscal year, the Contracting Officer or designee shall provide the Contractor with program execution guidance in sufficient detail to enable the Contractor to develop an estimated cost, scope, and schedule. In addition, the Contracting Officer may unilaterally assign work. The Contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work it recommends be undertaken during that upcoming fiscal year.
- (b) Cost estimates. The Contractor and the Contracting Officer shall establish a budget of estimated costs, description of work, and schedule of performance for each work assignment. If agreement cannot be reached as to scope, schedule, and estimated cost, the Contracting Officer may issue a unilateral work authorization, pursuant to this clause. The work authorization, whether issued bilaterally or unilaterally shall become part of the contract. No activities shall be authorized or costs incurred prior to Contracting Officer issuance of a work authorization or direction concerning continuation of activities of the contract.
- (c) Performance. The Contractor shall perform work as specified in the work authorization, consistent with the terms and conditions of this contract.
- (d) Modification. The Contracting Officer may at any time, without notice, issue changes to work authorizations within the overall scope of the contract. A proposal for adjustment in estimated costs and schedule for performance of work, recognizing work made unnecessary as a result, along with new work, shall be submitted by the Contractor in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

- (e) Increase in estimated cost. The Contractor shall notify the Contracting Officer immediately whenever the cost incurred, plus the projected cost to complete work is projected to differ (plus or minus) from the estimate by 10 percent. The Contractor shall submit a proposal for modification in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.
- (f) Expenditure of funds and incurrence of costs. The expenditure of monies by the Contractor in the performance of all authorized work shall be governed by the "Obligation of Funds" or equivalent clause of the contract.
- (g) Responsibility to achieve environment, safety, health, and security compliance. Notwithstanding other provisions of the contract, the Contractor may, in the event of an emergency, take that corrective action necessary to sustain operations consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. If such action is taken, the Contractor shall notify the Contracting Officer within 24 hours of initiation and, within 30 days, submit a proposal for adjustment in estimated costs and schedule established in accordance with paragraphs (a) and (b) of this clause.

**I.128 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) - ALTERNATE II AND ALTERNATE III (DEC 2000)**

- (a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
- (b) Fee Negotiations. Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon and, if exceeding one year, approved by the Senior Procurement Executive, or designee, the contracting officer and Contractor shall enter into negotiation of the requirements for the year or appropriate period, including the evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. The contracting officer shall modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the contracting officer. The total available fee amount shall be allocated to a twelve month cycle composed of one or more

evaluation periods, or such longer period as may be mutually agreed to between the parties and approved by the Senior Procurement Executive, or designee.

- (c) Determination of Total Available Fee Amount Earned.
- (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
  - (2) The DOE Operations/Field Office Manager, or designee, will be (insert title of DOE Operations/Field Office Manager, or designee). The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the DOE Operations/Field Office Manager, or designee.
  - (3) The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the DOE Operations/Field Office Manager, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Other Incentives - Facility Management Contracts" if contained in the contract.
  - (4) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- (d) Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
- (1) The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:

- (i) prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
  - (ii) not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
- (2) The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
- (3) The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
  - (i) of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
  - (ii) of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
  - (iii) if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- (e) Schedule for total available fee amount earned determinations. The DOE Operations/Field Office Manager, or designee, shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the

Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- (f) Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within 45 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

**I.129 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES--FACILITY MANAGEMENT CONTRACTS (AUG 2009) – ALTERNATE II (AUG 2009)**

- (a) General.
  - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon—
    - (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and
    - (ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.
  - (3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.
  - (4) If the Contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.
  - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
  - (3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).
    - (i) Degree of control the Contractor had over the event or incident.



- (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
  - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
  - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
  - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).
  - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
  - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
  - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)
- (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
  - (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
  - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any

provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)
- (v) At the end of the contract—
  - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
  - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)
- (c) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract’s ES&H terms and conditions, including the DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
  - (1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the

Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

- (i) Type A accident (defined in DOE Order 225.1A).
  - (ii) Two Second Degree performance failures during an evaluation period.
- (2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedance that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
- (i) Type B accident (defined in DOE Order 225.1A).
  - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
  - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 231.1-2 requirements; or internal oversight of DOE Order 440.1A requirements.
  - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
  - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
  - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
    - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
    - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
    - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
    - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
  - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
  - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
  - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).
  - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
  - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
  - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

- (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following—
    - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
    - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
    - (iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.
  - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
  - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

- (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

[68 FR 68771, Dec. 10, 2003; 74 FR 36358, Jul. 22, 2009]

**I.130 970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK)  
(JAN 2005)**

- (a) Authority to Perform Work for Others. Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.
- (b) Contractor's Implementation. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.
- (c) Conditions of Participation in Work for Others Program. The Contractor:
  - (1) Must not perform Work for Others activities that would place it in direct competition with the domestic private sector;
  - (2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;
  - (3) Must not commence work on any Work for Others activity until a Work for Others proposal package has been approved by the DOE Contracting Officer or designated representative;

- (4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;
  - (5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Work for Others proposal;
  - (6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of Work for Others activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;
  - (7) Must perform all Work for Others projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;
  - (8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE contractor's performance as defined in the DOE approved work for others proposal package; and,
  - (9) Must maintain a summary listing of project information for each active Work for Others project, consisting of:
    - (i) Sponsoring agency;
    - (ii) Total estimated costs;
    - (iii) Project title and description;
    - (iv) Project point of contact; and,
    - (v) Estimated start and completion dates.
- (d) Negotiation and Execution of Work for Others Agreement.
- (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Work for Others project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms



and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Work for Others agreement.

- (2) The Contractor must submit all Work for Others agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
- (e) Preparation of Project Proposals. When the Contractor proposes to perform Work for Others activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.
- (f) Work for Others Appraisals. DOE may conduct periodic appraisals of the Contractor's compliance with its Work for Others Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.
- (g) Annual Work for Others Report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Work for Others Activities under the contract.

### **I.131 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS. (DEC 2000)**

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause in any subcontracts for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

### **I.132 970.5222-2 OVERTIME MANAGEMENT. (DEC 2000)**

- (a) The contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract.
- (b) The contractor shall notify the contracting officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 4%.
- (c) The contracting officer may require the submission, for approval, of a formal annual overtime control plan whenever contractor overtime usage as a percentage of payroll has exceeded, or is likely to exceed, 4%, or if the contracting officer otherwise deems overtime expenditures excessive. The plan shall include, at a minimum:
  - (1) An overtime premium fund (maximum dollar amount);
  - (2) Specific controls for casual overtime for non-exempt employees;
  - (3) Specific parameters for allowability of exempt overtime;
  - (4) An evaluation of alternatives to the use of overtime; and
  - (5) Submission of a semi-annual report that includes for exempt and non-exempt employees:
    - (i) Total cost of overtime;
    - (ii) Total cost of straight time;
    - (iii) Overtime cost as a percentage of straight-time cost;
    - (iv) Total overtime hours;
    - (v) Total straight-time hours; and
    - (vi) Overtime hours as a percentage of straight-time hours.

**I.133 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION. (DEC 2000)**

- (a) For the purposes of this clause,
  - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

- (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
  - (1) Define the scope of work;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees

or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

**I.134 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM. (MAR 2003)  
(MODIFIED BY DOE ACQUISITION LETTER 2008-05)**

- (a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.
- (b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

- (d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) Competitively within a reasonable time; (ii) At a reasonable price; or, (iii) Within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties
- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

**I.135 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES.  
(DEC 2000)**

- (a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.

- (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR Part 707.
- (2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR Part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR Part 707.
- (3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR Part 707.

**I.136 970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY. (OCT 2003)  
MODIFIED BY DOE ACQUISITION LETTER 2008-05**

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13423, and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13423 (April 2001) and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 8 of Executive Order 13423 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

**I.137 970.5226-1 DIVERSITY PLAN. (DEC 2000)**

The Contractor shall submit a Diversity Plan to the contracting officer for approval within 90 days after the effective date of this contract (or contract modification, if appropriate). The contractor shall submit an update to its Plan annually or with its annual fee proposal. Guidance for preparation of a Diversity Plan is provided in Appendix A. The Plan shall include innovative strategies for increasing opportunities to fully use the talents and capabilities of a diverse work force. The Plan shall address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, (3) community involvement and outreach, (4) subcontracting, (5) economic development (including technology transfer), and (6) the prevention of profiling based on race or national origin.

**I.138 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993. (DEC 2000)**

- (a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.
- (b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.139 970.5226-3 COMMUNITY COMMITMENT. (DEC 2000)**

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

**I.140 970.5227-2 RIGHTS IN DATA-TECHNOLOGY TRANSFER. (DEVIATION - JULY 2006) (DOE ACQUISITION LETTER 2006-10)**

- (a) *Definitions.*
  - (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
  - (2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.



- (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
  - (4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of paragraph (h) of this clause.
  - (5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (i) of this clause.
  - (6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
  - (7) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
  - (8) Open Source Software, as used in this clause, means computer software that is distributed under a license in which the user is granted the rights to use, copy, modify, prepare derivative works and distribute, in source code or other format, the software, in original or modified form and derivative works thereof, without having to make royalty payments. The Contractor's right to distribute computer software first produced in the performance of this Contract as Open Source Software is as set forth in paragraph (f).
- (b) *Allocation of Rights.*
- (1) The Government shall have:
    - (i) Ownership of all technical data and computer software first produced in the performance of this Contract;

- (ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, and except for data subject to the withholding provisions for protected Cooperative Research and Development Agreement (CRADA) information in accordance with Technology Transfer actions under this Contract, or other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;
  - (iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;
  - (iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (h) of this clause ("Rights in Limited Rights Data") or paragraph (i) of this clause ("Rights in Restricted Computer Software"); and (v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.
- (2) The Contractor shall have:
- (i) The right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;
  - (ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data; and

- (iii) The right to assert copyright subsisting in scientific and technical articles as provided in paragraph (d) of this clause and the right to request permission to assert copyright subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.
  - (3) The Contractor agrees that for limited rights data or restricted computer software or other technical business or financial data in the form of recorded information which it receives from, or is given access to by DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.
- (c) *Copyright (General).*
- (1) The Contractor agrees not to mark, register, or otherwise assert copyright in any data in a published or unpublished work, other than as set forth in paragraphs (d) and (e) of this clause.
  - (2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph (d) or (e) of this clause, the Contractor agrees not to include in the data delivered under this Contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the data prior to its delivery.
- (d) *Copyrighted Works (Scientific and Technical Articles).*
- (1) The Contractor shall have the right to assert, without prior approval of the contracting officer, copyright subsisting in scientific and technical articles composed under this contract or based on or containing data first produced in the performance of this Contract, and published in academic, technical or professional journals, symposia, proceedings, or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

- (2) The contractor shall mark each scientific or technical article first produced or composed under this Contract and submitted for journal publication or similar means of dissemination with a notice, similar in all material respects to the following, on the front reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.

Notice: This manuscript has been authored by [insert the name of the Contractor] under Contract No. [insert the contract number] with the U.S. Department of Energy. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this manuscript, or allow others to do so, for United States Government purposes.

(End of Notice)

- (3) The title to the copyright of the original of unclassified graduate theses and the original of related unclassified scientific papers shall vest in the author thereof, subject to the right of DOE to retain duplicates of such documents and to use such documents for any purpose whatsoever without any claim on the part of the author or the contractor for additional compensation.
- (e) *Copyrighted Works (Other Than Scientific and Technical Articles and Data Produced under a CRADA)*. The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

- (1) Contractor Request to Assert Copyright.
  - (i) For data other than scientific and technical articles and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. The right of the Contractor to copyright data first produced under a CRADA is as described in the individual CRADA. Each request by the Contractor must include:
    - (A) The identity of the data (including any computer program) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes,
    - (B) The program under which it was funded,

- (C) Whether, to the best knowledge of the Contractor, the data is subject to an international treaty or agreement,
  - (D) Whether the data is subject to export control,
  - (E) A statement that the Contractor plans to commercialize the data in compliance with the clause of this contract entitled, "Technology Transfer Mission," within five (5) years after obtaining permission to assert copyright or, on a case-by-case basis, a specified longer period where the Contractor can demonstrate that the ability to commercialize effectively is dependent upon such longer period, and (F) For data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization and is consistent with DOE's dissemination responsibilities.
- (ii) For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.
  - (iii) Permission for the Contractor to assert copyright in excepted categories of data as determined by DOE will be expressly withheld. Such excepted categories include data whose release
    - (A) would be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes,
    - (B) would not enhance the appropriate transfer or dissemination and commercialization of such data,
    - (C) would have a negative impact on U.S. industrial competitiveness,
    - (D) would prevent DOE from meeting its obligations under treaties and international agreements, or
    - (E) would be detrimental to one or more of DOE's programs. Additional excepted categories may be added by the Assistant General Counsel for Technology Transfer and Intellectual Property. Where data are determined to be under export control

restriction, the Contractor may obtain permission to assert copyright subject to the provisions of this clause for purposes of limited commercialization in a manner that complies with export control statutes and applicable regulations. In addition, notwithstanding any other provision of this Contract, all data developed with Naval Reactors' funding and those data that are classified fall within excepted categories. The rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified under this Contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the Contract; such amendment listing added treaties and international agreements is effective only for data which is developed after the date such treaty or international agreement is added to this Contract. Also, the Contractor will not be permitted to assert copyright in data in the form of various technical reports generated by the Contractor under the Contract without first obtaining the advanced written permission of the contracting officer.

- (2) DOE Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 90 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond, and the reasons therefor.
- (3) Permission for Contractor to Assert Copyright.
  - (i) For computer software, the Contractor shall furnish to the DOE designated, centralized software distribution and control point, the Energy Science and Technology Software Center, at the time permission to assert copyright is given under paragraph (e)(2) of this clause:
    - (A) An abstract describing the software suitable for publication,
    - (B) the source code for each software program, and
    - (C) the object code and at least the minimum support documentation needed by a technically competent user to understand and use the software. The Patent Counsel, for good cause shown by the Contractor, may allow the minimum support documentation to be delivered within 60 days after permission to assert copyright is given or at such time the minimum support documentation becomes available. The Contractor acknowledges that the DOE

designated software distribution and control point may provide a technical description of the software in an announcement identifying its availability from the copyright holder.

- (ii) Unless otherwise directed by the contracting officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.
- (iii) For a five year period or such other specified period as specifically approved by Patent Counsel beginning on the date the Contractor is given permission to assert copyright in data, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of the Government. Upon request, the initial period may be extended after DOE approval. The DOE approval will be based on the standard that the work is still commercially available and the market demand is being met.
- (iv) After the period approved by Patent Counsel for application of the limited Government license described in paragraph (e)(3)(iii) of this clause, or if, prior to the end of such period(s), the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.
- (v) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (e)(3) (iii) and (iv) of this clause. Such action shall be taken when the data are delivered to the Government, published, licensed or deposited for registration as a published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

Notice: These data were produced by (insert name of Contractor) under Contract No. with the Department of Energy. For (period approved by DOE Patent Counsel) from (date permission to assert copyright was obtained), the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to Contractor or DOE. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY DATA, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

(End of Notice)

- (vi) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the five (5) year or specified longer period approved by Patent Counsel as provided for in paragraph (e) of this clause, to request the Contractor to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(1)(A) of this clause. Before licensing under this subparagraph (vi), DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the contracting officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65 -- "Appeals."



(vii) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee which exceeds DOE Program needs, except as expressly provided in writing by the contracting officer. The Contractor may use its net royalty income to effect such maintenance costs.

(viii) At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public.

(4) The following notice may be placed on computer software prior to any publication and prior to the Contractor's obtaining permission from the Department of Energy to assert copyright in the computer software pursuant to paragraph (c)(3) of this section. Notice: This computer software was prepared by [insert the Contractor's name and the individual author], hereinafter the Contractor, under Contract [insert the Contract Number] with the Department of Energy (DOE). All rights in the computer software are reserved by DOE on behalf of the United States Government and the Contractor as provided in the Contract. You are authorized to use this computer software for Governmental purposes but it is not to be released or distributed to the public. NEITHER THE GOVERNMENT NOR THE CONTRACTOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LIABILITY FOR THE USE OF THIS SOFTWARE. This notice including this sentence must appear on any copies of this computer software.

(End of Notice)

(5) A similar notice can be used for data, other than computer software, upon approval of DOE Patent Counsel.

(f) *Open Source Software. The Contractor may release computer software first produced by the Contractor in the performance of this Contract under an open source software license. Such software shall hereinafter be referred to as Open Source Software or OSS, subject to the following:*

(1) *Obtain Program Approval.*

(i) *The Contractor shall ensure that the DOE Program or Programs that have provided funding (Funding Source) to develop the software have approved the distribution of the software as OSS. The funding Program(s) may provide blanket approval for all software developed with funding from that Program. However, OSS release for any one such software shall be subject to approval by all other funding Programs*

*which provide a substantial portion of the funds for the software, if any. If approval from the funding Program(s) is not practicable, DOE Patent Counsel may provide approval instead. For software jointly developed under a CRADA or User Facility, authorization from the CRADA Participant(s) or User Facility User(s), as applicable, shall be additionally obtained for OSS release.*

- (ii) If the software is developed with funding from a federal government agency or agencies other than DOE, then authorization from all the funding source(s) shall be obtained for OSS release, if practicable. Such federal government agency(ies) may provide blanket approval for all software developed with funding from that agency. However, OSS release of any one of such software shall be subject to approval by all other funding sources for the software, if any. If majority approval from such federal government agency(s) is not practicable, DOE Patent Counsel may provide approval instead.*
- (2) Assert Copyright in the OSS. Once the Contractor has obtained Funding Source approval in accordance with subparagraph (1) of this section, copyright in the software to be distributed as OSS, may be asserted by the Contractor, or, for OSS developed under a CRADA or User Facility, either by the Contractor, CRADA Participant, or User Facility User, as applicable, which precludes marking such OSS as Protected Information.*
- (3) Form DOE F 241.4 for OSS to ESTSC. The Contractor must submit the form DOE F 241.4 (or the current form as may be required by DOE) to DOE's Energy Science and Technology Software Center (ESTSC) at the Office of Scientific and Technical Information (OSTI). The Contractor shall provide the unique URL on the form for ESTSC to distribute.*
- (4) OSS Record. The Contractor must maintain a record, available for inspection by DOE, of software distributed as OSS. The record shall contain the following information: (i) name of the computer software (or other identifier), (ii) an abstract with description or purpose of the software, (iii) evidence of the funding Program's or source's approval, (iv) the planned or actual OSS location on the Contractor's webpage or other publicly available location (see subparagraph (5) below); (v) any names, logos or other identifying marks used in connection with the OSS, whether or not registered; (vi) the type of OSS license used; and (vii) release version of the software for OSS containing derivative works. Upon request of Patent Counsel, the Contractor shall periodically provide Patent Counsel a copy of the record.*
- (5) Provide Public Access to the OSS. The Contractor shall ensure that the OSS is publicly accessible as an open source via the Contractor's website, Open Source Bulletin Boards operated by third parties, DOE, or other industry standard means.*

- (6) *Select an OSS License. Each OSS will be distributed pursuant to an OSS license. The Contractor may choose among industry standard OSS licenses or create its own set of Contractor standard licenses. To assist the Contractor, the DOE Assistant General Counsel for Technology Transfer and Intellectual Property may periodically issue guidance on OSS licenses. Each Contractor created OSS license, must contain, at a minimum, the following provisions:*
  - (i) *A disclaimer or equivalent that disclaims the Government's and Contractor's liability for licensees' and third parties' use of the software; and*
  - (ii) *A grant of permission for licensee to distribute OSS containing the licensee's derivative works subject to trademark restrictions (see subparagraph (10) below). This provision might allow the licensee and third parties to commercialize their derivative works or might request that the licensee's derivative works be forwarded to the Contractor for incorporation into future OSS versions.*
- (7) *Collection of administrative costs is permissible. However, the Contractor may not collect a royalty or other fee in excess of a good faith amount for cost recovery from any licensee for the Contractor's OSS.*
- (8) *Relationship to Other Required Clauses in the Contract. OSS distributed in accordance with this section shall not be subject to the requirements relating to indemnification of the Contractor or Federal Government, U.S. Competitiveness and U.S. Preference as set forth in paragraphs (g) and (h) of the clause within this contract entitled Technology Transfer Mission (DEAR 970.5227-3). The requirement for Contractor to request permission to assert copyright for the purpose of engaging in licensing software for royalties as set forth elsewhere in this clause is not modified by this section.*
- (9) *Performance of Periodic Export Control Reviews by the Contractor. The Contractor is required to follow its Export Control review procedures before designating any software as OSS. If the Contractor is integrating the original OSS with other copyrightable works created by the Contractor or third parties, the Contractor may need to perform periodic export control reviews of the derivative versions.*
- (10) *Determine if Trademark Protection for the OSS is Appropriate. DOE Programs and Contractors have established trademarks on some of their computer software. Therefore, the Contractor should determine whether the OSS is already protected by use of an existing trademark. If the OSS is not so protected, then the Program or the Contractor may want to seek trademark protection. If the OSS is protected by a trademark, the OSS license should state that the derivative works of the licensee or other third party may not be distributed using the proprietary trademark without appropriate prior approval.*

- (11) *Government License. For all OSS, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in data copyrighted in accordance with paragraph (f)(2) of this clause to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.*
- (12) *Availability of Original OSS. The object code and source code of the original OSS developed by the Contractor shall be available to any third party who requests such from the Contractor for so long as such OSS is publicly available. If the Contractor ceases to make the software publicly available, then the Contractor shall submit to ESTSC the object code and source code of the latest version of the OSS developed by the Contractor in addition to a revised DOE F 241.4 form (which includes an abstract) and the Contractor shall direct any inquiries from third parties seeking to obtain the original OSS to ESTSC.*
- (g) *Subcontracting.*
- (1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data -- General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with 48 CFR 927.409(h). The Contractor shall use instead the Rights in Data -- Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.
- (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:
- (i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

- (ii) Not proceed with the subcontract without the written authorization of the contracting officer.
- (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data and restricted computer software for their private use.
- (h) *Rights in Limited Rights Data.* Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice:"

#### Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) Use (except for manufacture) by support services contractors within the scope of their contracts;
- (b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;  
and

- (e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

(i) *Rights in Restricted Computer Software.*

- (1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract; provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice:"

Restricted Rights Notice -- Long Form

- (a) This computer software is submitted with restricted rights under Department of Energy Contract No. . It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.
- (b) This computer software may be:
  - (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
  - (2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;
  - (3) Reproduced for safekeeping (archives) or backup purposes;
  - (4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

- (5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.
- (c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.
- (d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

- (2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice -- Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. with (name of Contractor).

(End of Notice)

- (3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.
- (4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice "Unpublished -- rights reserved under the Copyright Laws of the United States."
- (j) *Relationship to Patents.* Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as

affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

**I.141 970.5227-3 TECHNOLOGY TRANSFER MISSION. (DEVIATION JULY 2006 – DOE ACQUISITION LETTER 2006-10 - ALTERNATE I**

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of Pub. L. 101-189 and as amended by Pub. L. 103-160, Sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(a) *Authority.*

- (1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 11(a)(1) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a); Section 3132(b) of Pub. L. 101-189, Sections 3134 and 3160 of Pub. L. 103-160, and of Chapter 38 of the Patent Laws (35 U.S.C. 200 *et seq.*); Section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.
- (2) In pursuing the technology transfer mission, the Contractor is authorized to conduct activities including but not limited to: identifying and protecting Intellectual Property made, created or acquired at or by the Laboratory; negotiating licensing agreements and assignments for Intellectual Property made, created or acquired at or by the Laboratory that the Contractor controls or owns; bailments; negotiating all aspects of and entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Work for Others (WFO); providing information exchanges; and making available laboratory or weapon production user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, CRADAs, user facilities, WFO, science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.

(b) *Definitions.*

- (1) Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.



- (2) Intellectual Property means patents, trademarks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.
- (3) Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.
- (4) Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:
  - (i) Purpose;
  - (ii) Scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;
  - (iii) Schedule for the work; and
  - (iv) Cost and resource contributions of the parties associated with the work and the schedule.
- (5) Assignment means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.
- (6) Laboratory Biological Materials means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.
- (7) Laboratory Tangible Research Product means tangible material results of research which

- (i) are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;
  - (ii) are not materials generally commercially available; and
  - (iii) were made under this contract by Laboratory employees or through the use of Laboratory research facilities.
- (8) Bailment means any agreement in which the Contractor permits the commercial or non-commercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.
- (9) Privately funded technology transfer means the prosecuting, maintaining, licensing, and marketing of inventions which are not owned by the Government (and not related to CRADAs) when such activities are conducted entirely without the use of Government funds.
- (c) *Allowable Costs.*
- (1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA including activities associated with obtaining, maintaining, licensing, and assigning Intellectual Property rights, increasing the potential for the transfer of technology, and the widespread notice of technology transfer opportunities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract. In addition to any separately designated funds, these costs in any fiscal year shall not exceed an amount equal to 0.5 percent of the operating funds included in the Federal research and development budget (including Work For Others) of the Laboratory for that fiscal year without written approval of the contracting officer.
  - (2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims incurred in its technology transfer efforts shall be as provided in the clause entitled "Insurance -- Litigation and Claims" of this contract.
- (d) *Conflicts of Interest -- Technology Transfer.* The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its

technology transfer activities. These procedures shall apply to other persons participating in Laboratory research or related technology transfer activities. Such implementing procedures shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. The contracting officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

- (1) Inform employees of and require conformance with standards of conduct and integrity in connection with research involving nonfederal sponsors and for CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;
- (2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;
- (3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;
- (4) Conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;
- (5) Conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;
- (6) Notify the contracting officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;
- (7) Except as provided elsewhere in this Contract, obtain the approval of the contracting officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;
- (8) Obtain the approval of the contracting officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any individual who has been a Laboratory employee within the previous two years or to the company in which the individual is a principal;
- (9) Notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements; and
- (10) Notify DOE prior to the Contractor's evaluating a technical proposal for funding by a third party or a DOE Program, when the subject matter of the

proposal involves an elected or waived subject invention under this contract or one in which the Contractor intends to elect to retain title under this contract.

- (e) *Fairness of Opportunity.* In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.
- (f) *U.S. Industrial Competitiveness for Licensing and Assignments of Intellectual Property.*
  - (1) In the interest of enhancing U.S. Industrial Competitiveness in its licensing and assignments of Intellectual Property, the Contractor shall give preference in such a manner as to enhance the accrual of economic and technological benefits to the U.S. domestic economy. The Contractor shall consider the following factors in all of its decisions involving licensing and assignment of Laboratory intellectual property where the Laboratory obtains rights during the course of the Contractor's operation of the Laboratory under this contract:
    - (i) whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; or
    - (ii)
      - (A) whether a proposed licensee or an assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement;
      - (B) in licensing or assigning any entity subject to the control of a foreign company or government, whether such foreign government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States Intellectual Property rights; and
      - (C) *if the proposed licensee, assignee, or parent of either type of entity is subject to the control of a foreign company or government, the Contractor, with the assistance of the Contracting Officer, in considering the factors set forth in paragraph (B) herein, may rely upon the following information; (1) U.S. Trade Representative Inventory of Foreign Trade Barriers, (2) U.S. Trade Representative Special 301 Report, and, (3) such other relevant*

*information available to the contracting officer. The Contractor should review the U.S. Trade Representative web site at: <<http://www.ustr.gov>> for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision.*

- (2) If the Contractor determines that neither of the conditions in paragraphs (f)(1)(i) or (ii) of this clause is likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the contracting officer. The contracting officer shall act on any such requests for approval within thirty (30) days.
  - (3) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204 (Preference for United States industry).
- (g) *Indemnity -- Product Liability.* In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such agreements a requirement that the U.S. Government and the Contractor, except for any negligent acts or omissions of the Contractor, be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees which was derived from the work performed under the agreement. The Contractor shall identify and obtain the approval of the contracting officer for any proposed exceptions to this requirement such as where State or local law expressly prohibit the Participant from providing indemnification or where the research results will be placed in the public domain.
- (h) *Disposition of Income.*
- (1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through the effective date of this contract award or modification. If the net amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall

be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the Contract.

- (2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for an illegal augmentation of funds furnished by the U.S. Government.
  - (3) The Contractor shall establish subject to the approval of the contracting officer a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the contracting officer.
- (i) *Transfer to Successor Contractor.* In the event of termination or upon the expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the contracting officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the contracting officer. The Contractor shall transfer title, as one package, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the contracting officer.
  - (j) *Technology Transfer Affecting the National Security.*
    - (1) The Contractor shall notify and obtain the approval of the contracting officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.
    - (2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and

assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

- (3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.
- (k) *Records.* The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the contracting officer to enable DOE to maintain the reporting requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) of this clause. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.
- (l) *Reports to Congress.* To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan shall be provided to the contracting officer on or before October 1st of each year.
- (m) *Oversight and Appraisal.* The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the contracting officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.
- (n) *Technology Transfer through Cooperative Research and Development Agreements.* Upon approval of the contracting officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director, or designee, may enter into

CRADAs on behalf of the DOE subject to the requirements set forth in this paragraph.

- (1) *Review and Approval of CRADAs.*
  - (i) Except as otherwise directed in writing by the contracting officer, each JWS shall be submitted to the contracting officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the Contractor to be owned by the Government to assist the contracting officer in the approval determination.
  - (ii) The Contractor shall also include (specific to the proposed CRADA), a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) of this clause.
  - (iii) Within thirty (30) days after submission of a JWS or proposed CRADA, the contracting officer shall approve, disapprove or request modification to the JWS or CRADA. The contracting officer shall provide a written explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS or proposed CRADA.
  - (iv) Except as otherwise directed in writing by the contracting officer, the Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA has been granted by the contracting officer. The Contractor may submit its proposed CRADA to the contracting officer at the time of submitting its proposed JWS or any time thereafter.
- (2) *Selection of Participants.* The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:
  - (i) Give special consideration to small business firms, and consortia involving small business firms;
  - (ii) Give preference to business units located in the United States which agree that products or processes embodying Intellectual Property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements;
  - (iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) of this clause; and



- (iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) of this clause.
- (3) *Withholding of Data.*
  - (i) Data that is first produced as a result of research and development activities conducted under a CRADA and that would be a trade secret or commercial or financial data that would be privileged or confidential, if such data had been obtained from a non-Federal third party, may be protected from disclosure under the Freedom of Information Act as provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(7)) for a period as agreed in the CRADA of up to five (5) years from the time the data is first produced. The DOE shall cooperate with the Contractor in protecting such data.
  - (ii) Unless otherwise expressly approved by the contracting officer in advance for a specific CRADA, the Contractor agrees, at the request of the contracting officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to paragraph (n)(3)(i) of this clause is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.
  - (iii) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (n)(3)(i) of this clause.
- (4) *Work for Others and User Facility Programs.*
  - (i) Work for Others (WFO) and User Facility Agreements (UFAs) are not CRADAs and will be available for use by the Contractor in addition to CRADAs for achieving utilization of employee expertise and unique facilities for maximizing technology transfer. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of the availability of alternative forms of agreements, i.e.,

WFO and UFA, and of the Class Patent Waiver provisions associated therewith.

- (ii) Where the Contractor believes that the transfer of technology to the U.S. domestic economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAs, a request may be made to the contracting officer for an exception to the Class Waivers.
  - (iii) Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval, in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this Contract. Disposition of rights under any such agreement shall be in accordance with any DOE class waiver (including Work for Others and User Class Waivers) or individually negotiated waiver which applies to the agreement.
- (5) *Conflicts of Interest.*
- (i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:
    - (A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee --
      - (1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA;
      - (2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or
    - (B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.
  - (ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation,

negotiation, or approval of a CRADA certify through the Contractor to the contracting officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.

- (iii) The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.
- (o) *Technology Transfer in Other Cost-Sharing Agreements.* In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the contracting officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause.
- (p) *Technology Partnership Ombudsman.*
  - (1) The Contractor agrees to establish a position to be known as "Technology Partnership Ombudsman," to help resolve complaints from outside organizations regarding the policies and actions of the contractor with respect to technology partnerships (including CRADAs), patents owned by the contractor for inventions made at the laboratory, and technology licensing.
  - (2) The Ombudsman shall be a senior official of the Contractor's laboratory staff, who is not involved in day-to-day technology partnerships, patents or technology licensing, or, if appointed from outside the laboratory or facility, shall function as such senior official.
  - (3) The duties of the Technology Partnership Ombudsman shall include:
    - (i) Serving as the focal point for assisting the public and industry in resolving complaints and disputes with the laboratory or facility regarding technology partnerships, patents, and technology licensing;
    - (ii) Promoting the use of collaborative alternative dispute resolution techniques such as mediation to facilitate the speedy and low cost resolution of complaints and disputes, when appropriate; and
    - (iii) Submitting a quarterly report, in a format provided by DOE, to the Secretary of Energy, the Administrator for Nuclear Security, the Director of the DOE Office of Dispute Resolution, and the Contracting Officer concerning the number and nature of complaints and disputes

raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information.

- (q) *Inapplicability of Provisions to Privately Funded Technology Transfer Activities.* Nothing in paragraphs (c) Allowable Costs, (e) Fairness of Opportunity, (f) U.S. Industrial Competitiveness, (g) Indemnity -- Product Liability, (h) Disposition of Income, and (i) Transfer to Successor Contractor of this clause are intended to apply to the contractor's privately funded technology transfer activities if such privately funded activities are addressed elsewhere in the contract.

**I.142 970.5227-4 AUTHORIZATION AND CONSENT. (AUG 2002)**

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.
- (c) (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed \$100,000 at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.
- (2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed \$100,000.
- (3) Omission of an authorization and consent clause from any subcontract, including those valued less than \$100,000 does not affect this authorization and consent.

**I.143 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (AUG 2002)**

- (a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

- (b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$100,000.

**I.144 970.5227-6 PATENT INDEMNITY - SUBCONTRACTS. (DEC 2000)**

Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

**I.145 970.5227-8 REFUND OF ROYALTIES. (AUG 2002)**

- (a) During performance of this Contract, if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the Contracting Officer, prior to the execution of any license, the following information relating to each separate item of royalty:
  - (1) Name and address of licensor;
  - (2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
  - (3) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
  - (4) Percentage or dollar rate of royalty per unit;
  - (5) Unit price of contract item;
  - (6) Number of units;

- (7) Total dollar amount of royalties; and
- (8) A copy of the proposed license agreement.
- (b) If specifically requested by the Contracting Officer, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.
- (c) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that are used in the performance of this contract or any subcontract hereunder.
- (d) The Contractor shall furnish to the Contracting Officer, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
- (e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Contracting Officer. If the Contracting Officer determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Contracting Officer.
- (f) Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to a patent for which the Contractor makes a royalty or other payment.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Contracting Officer of that fact and shall promptly reimburse the Government for any refunds received or royalties paid after having received notice of such relief.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

**I.146 970.5227-10 PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR. (AUG 2002) (DEVIATION)**

(a) Definitions.

- (1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.
- (2) *(Deviation)* Exceptional circumstance subject invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under 35 U.S.C. 202(a)(ii) and in accordance with 37 CFR 401.3(e). *For purposes of this contract, this definition does not include Inorganic Membrane Technology Subject Inventions which are the subject of a Class Waiver to the Contractor.*
- (3) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (6) Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.
- (7) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (8) Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, are used.

- (9) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) shall also occur during the period of contract performance.
- (b) Allocation of Principal Rights.
- (1) (*Deviation*) Retention of title by the Contractor. Except for exceptional circumstance subject inventions, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. *Additionally, with respect to Inorganic Membrane Subject Inventions, the Federal Government shall have an irrevocable, paid-up exclusive license in the field of use of uranium enrichment with the exclusive right to grant sublicenses in that field of use.*
- (2) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor through a determination of greater rights in accordance with subparagraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.
- (i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:
- (A) uranium enrichment technology;
  - (B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and
  - (C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168).
- (ii) Inventions made under any agreement, contract or subcontract related to the following are exceptional circumstance subject inventions:
- (A) DOE Steel Initiative and Metals Initiative;



- (B) U.S. Advanced Battery Consortium; and
  - (C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI); *and*
  - (D) *(Deviation) Solid State Energy Conversion Alliance (SECA) if the Contractor is a participant in the “Core Technology Program.”*
  - (E) *(Deviation) Solid State Lighting (SSL) Program if the Contractor is a participant in the “Core Technology Program.”*
- (iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.
- (3) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [insert reference] to this contract. DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations [\*81060] under such treaties or international agreements with respect to subject inventions made after the date of the amendment.
- (4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.
- (5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights,

including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.

- (6) (*Deviation*) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee, *as DOE deems appropriate*.
- (c) Subject Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.
    - (1) Subject invention disclosure. The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The disclosure shall include a written statement as to whether the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an

exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

- (2) Election by the Contractor. Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) Filing of patent applications by the Contractor. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, or prior to the end of any 1-year statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - (4) Contractor's request for an extension of time. Requests for an extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2) and (3) may, at the discretion of Patent Counsel, be granted.
  - (5) (*DEVIATION*) Publication Approval. During the course of the work under this contract, the Contractor or its employees may desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor, approval for release or publication shall be secured from the Contractor personnel *designated to review such information* prior to any such release or publication. Where DOE's approval of publication is requested, DOE's response to such requests for approval shall normally be provided within 90 days except in circumstances in which a domestic patent application must be filed in order to protect foreign rights. In the case involving foreign patent rights, DOE shall be granted an additional 180 days with which to respond to the request for approval, unless extended by mutual agreement.
- (d) Conditions When the Government May Obtain Title.

The Contractor will convey to the DOE, upon written request, title to any subject invention-

- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within sixty (60) days after learning of the failure of the Contractor to disclose or to elect within the specified times.
  - (2) In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in subparagraph (c) above, but prior to its receipt of the written request of the DOE, the Contractor shall continue to retain title in that country.
  - (3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.
  - (4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.
- (e) Minimum Rights of the Contractor and Protection of the Contractor's Right to File.
- (1) (*DEVIATION*) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries, affiliates, *and members*, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.
  - (2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to

achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and DOE licensing regulations at 10 CFR Part 781. This license will not be revoked in the field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application of the subject invention in that foreign country.

- (3) Notice of revocation of modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest.

- (1) Execution of delivery of title or license instruments. The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
  - (ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the

information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (3) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."
- (5) Invention Identification Procedures. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.
- (6) Invention Filing Documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:
  - (i) the filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);
  - (ii) an executed and approved instrument fully confirmatory of all Government rights in the subject invention; and
  - (iii) the patent number, issue date, and a copy of any issued patent claiming the subject invention.
- (7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at 35 U.S.C. 205 and 37 CFR Part 40.

(g) Subcontracts.

- (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.
- (2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and subparagraph (b)(2) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 48 CFR 952.227-11.
- (3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause.
- (4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
- (5) Subcontractor refusal to accept terms of patent clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.
- (6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify

the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

- (7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.
- (h) Reporting on Utilization of Subject Inventions. The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- (i) Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in Rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that-



- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
  - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
  - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
  - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Contracts With Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that-
- (1) DOE approval of assignment of rights. Rights to a subject invention in the United States may not be assigned by the Contractor without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions of this clause as the Contractor.
  - (2) Small business firm licensees. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(2).

- (3) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.
- (l) Communications. The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.
  - (m) Reports.
    - (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.
    - (2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.
  - (n) Examination of Records Relating to Subject Inventions.
    - (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.
    - (2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

- (3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.
  - (4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.
- (o) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.
- (p) Atomic Energy.
- (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.
  - (2) Patent agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.
- (q) Classified Inventions.
- (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.

- (2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.
- (3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.
- (r) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.
- (s) Educational Awards Subject to 35 U.S.C. 212. The Contractor shall notify the Contracting Officer prior to the placement of any person subject to 35 U.S.C. 212 in an area of technology or task (1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph (b)(3) of this clause or agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.
- (t) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

**I.147 970.5228-1 INSURANCE-LITIGATION AND CLAIMS. (AUG 2009)  
(DEVIATION)**

- (a) The Contractor may, with the prior written authorization of the Contracting Officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.
- (b) The Contractor shall give the Contracting Officer immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract. Except as otherwise directed by the Contracting Officer, in writing, the Contractor shall

furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action. The Contractor, with the prior written authorization of the Contracting Officer, shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.

- (c)
    - (1) Except as provided in paragraph (c)(2) of this clause, the Contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
    - (2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
    - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
  - (d) The Contractor agrees to submit for the contracting officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
  - (e) Except as provided in subparagraphs (g) and (h) of this clause, or specifically disallowed elsewhere in this contract, the Contractor shall be reimbursed-
    - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause; and
    - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance or otherwise without regard to and as an exception to the clause of this contract entitled "Obligation of Funds."
- [67 FR 14871, Mar. 28, 2002]
- (f) The Government's liability under paragraph (e) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

- (g) Notwithstanding any other provision of this contract, the Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, judgment and settlements)—
- (1) Which are otherwise unallowable by law or the provisions of this contract; or
  - (2) For which the Contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer.
- (h) In addition to the cost reimbursement limitations contained in 48 CFR Part 31, as supplemented by 48 CFR 970.31, and notwithstanding any other provision of this contract, the Contractor's liabilities to third persons, including employees but excluding costs incidental to worker's compensation actions, (and any expenses incidental to such liabilities, including litigation costs, counsel fees, judgments and settlements) shall not be reimbursed if such liabilities were caused by Contractor managerial personnel's—

[67 FR 14871, Mar. 28, 2002]

- (1) Willful misconduct;
  - (2) Lack of good faith; or
  - (3) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (i) The burden of proof shall be upon the Contractor to establish that costs covered by paragraph (h) of this clause are allowable and reasonable if, after an initial review of the facts, the Contracting Officer challenges a specific cost or informs the Contractor that there is reason to believe that the cost results from willful misconduct, lack of good faith, or failure to exercise prudent business judgment by contractor managerial personnel.
- (j) (1) All litigation costs, including counsel fees, judgments and settlements shall be differentiated and accounted for by the Contractor so as to be separately identifiable. If the Contracting Officer provisionally disallows such costs, then the Contractor may not use funds advanced by DOE under the contract to finance the litigation.

- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
- (3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of liabilities referred to in paragraph (g)(1) of this clause is not allowable.
- (4) (*Deviation*) The term "contractor's managerial personnel" is defined in the *property clause in the contract*.

[67 FR 14871, Mar. 28, 2002]

- (k) The Contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the Contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.
- (l) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—
  - (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
  - (2) Authorize Department representatives to collaborate with: in-house or DOE-approved outside counsel in settling or defending the claim; or counsel for the insurance carrier in settling or defending the claim if the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and
  - (3) Authorize Department representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation, if required by the Department, if the liability is not insured or covered by bond. In any action against more than one Department Contractor, the Department may require the Contractor to be represented by common counsel. Counsel for the Contractor may, at the Contractor's own expense, be associated with the Department representatives in any such claim or litigation.

**I.148 970.5229-1 STATE AND LOCAL TAXES. (DEC 2000)**

- (a) The contractor agrees to notify the contracting officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work, any transaction thereunder, or property in the custody

or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the contracting officer has advised the contractor, is or may be inapplicable or invalid; and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the contracting officer. Any State or local tax, fee, or charge paid with the approval of the contracting officer or on the basis of advice from the contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

- (b) The contractor agrees to take such action as may be required or approved by the contracting officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the contracting officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the contracting officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this clause, the procedures and requirements of the clause entitled "Insurance-Litigation and Claims" shall apply and the costs and expenses incurred by the contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the contractor.
- (c) The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

**I.149 970.5231-4 PREEXISTING CONDITIONS. (DEC 2000) - ALTERNATE I (DEC 2000)**

- (a) The Department of Energy agrees to reimburse the contractor, and the contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility on April 1, 2000. To the extent the acts or omissions of the contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to



April 1, 2000, the contractor shall be responsible in accordance with the terms and conditions of this contract.

- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

**I.150 970.5232-1 REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)**

- (a) The contracting officer may reduce or suspend further advance, partial, or progress payments to the contractor upon a written determination by the Senior Procurement Executive that substantial evidence exists that the contractor's request for advance, partial, or progress payment is based on fraud.
- (b) The contractor shall be afforded a reasonable opportunity to respond in writing.

**I.151 970.5232-2 PAYMENTS AND ADVANCES (DEC 2000)-ALTERNATE II AND ALTERNATE III (DEC 2000) (DEVIATION)**

- (a) *(Deviation)* Payment of Total available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the contracting officer. *Notwithstanding the above, the Contractor is authorized to provisionally withdraw, on the last working day of each month, against the payments cleared financing arrangement, one-twelfth (1/12) of eighty percent (80%) of the ninety (90) percent annual available fee amount. Following the Government's Determination of Total Available Fee Amount Earned, the Contractor is authorized to withdraw within fifteen (15) days any amount of earned fee over the amount previously paid on a provisional basis from the payments cleared financing arrangement. In the event the Government's Determination of Total Available Fee Amount Earned results in an overpayment to the Contractor, such overpayment shall be redeposited to the payments cleared financing arrangement within fifteen (15) days, or otherwise used as directed by the Contracting Officer.*

- (b) Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix F. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.
- (d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (e) Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:
- (1) Compliance by the contractor with DOE's patent clearance requirements, and

- (2) The furnishing by the contractor of:
  - (i) An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
  - (ii) A closing financial statement;
  - (iii) The accounting for Government-owned property required by the clause entitled "Property"; and
  - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
    - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
    - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause - , DEAR 970.5228-1, "Insurance-Litigation and Claims");
    - (C) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and
    - (D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- (3) In arriving at the amount due the contractor under this clause, there shall be deducted,

- (i) Any claim which the Government may have against the contractor in connection with this contract, and
  - (ii) Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
- (g) Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.
- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefor.
- (j) Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- (k) Review and approval of costs incurred. The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment,

will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the contractor in accordance with DOE accounting policies, but will not relieve the contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

**I.152 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION. (AUG 2009)  
(DEVIATION DOE ACQUISITION LETTER 2009-09)**

- (a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.
- (b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.
- (c) Audit of subcontractors' records. The Contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.
- (d) Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause, Access to and Ownership of Records, all other records in the

possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

- (e) Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.
- (f) Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.
- (g) Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- (h) Comptroller General.
  - (1) (*Deviation*) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder *and to interview any current employee regarding such transactions.*
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
  - (3) Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.
- (i) Internal audit. The Contractor agrees to design and maintain an internal audit plan and an internal audit organization.
  - (1) Upon contract award, the exercise of any contract option, or the extension of the contract, the Contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe—

- (i) The internal audit organization's placement within the contractor's organization and its reporting requirements;
  - (ii) The audit organization's size and the experience and educational standards of its staff;
  - (iii) The audit organization's relationship to the corporate entities of the Contractor;
  - (iv) The standards to be used in conducting the internal audits;
  - (v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;
  - (vi) The intended use of external audit resources;
  - (vii) The plan for audit of subcontracts, both pre-award and post-award; and
  - (viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE Contracting Officer.
- (2) By each January 31 of the contract performance period, the Contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.
- (3) By each June 30 of the contract performance period, the Contractor must submit to the Contracting Officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.
- (4) The Contracting Officer may require revisions to documents submitted under paragraphs (i)(1), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.
- (j) Remedies. If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the Contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the Contracting Officer may, in his or her sole discretion, require the Contractor to

cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the Contracting Officer, where he or she deems it appropriate, may: Impose a penalty under 48 CFR 970.5242-1, Penalties for Unallowable Costs; require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.

**I.153 970.5232-4 OBLIGATION OF FUNDS. (DEC 2000)**

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$11,060,126,200.58. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.
  
- (b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
  - (1) collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract, and
  - (2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.



- (c) Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the - day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only - days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.
- (d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees
- (1) to comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives,
  - (2) to comply with other requirements of such plans and directives, and
  - (3) to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- (e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

**I.154 970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS. (DEC 2000)**

- (a) The contractor is not liable to the Government for increased costs or interest resulting from its failure to comply with the clauses of this contract entitled, "Cost Accounting Standards," and "Administration of Cost Accounting Standards," if its failure to comply with the clauses is caused by the contractor's compliance with published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Procurement Executive.
- (b) The contractor is not liable to the Government for increased costs or interest resulting from its subcontractors' failure to comply with the clauses at FAR 52.230-2, "Cost Accounting Standards," and FAR 52.230-6, "Administration of Cost Accounting Standards," if the contractor includes in each covered subcontract a clause making the subcontractor liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses; and the contractor seeks the subcontract price adjustment and cooperates with the Government in the Government's attempts to recover from the subcontractor.

**I.155 970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION. (DEC 2000)**

Any uncollectible receivables resulting from the contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the contractor, and the United States Government shall have no liability to the contractor for the contractor's uncollected receivables. The contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The contractor's utilization of contractor corporate funds does not relieve the contractor of its responsibility to comply with all requirements for Work for Others applicable to this contract.

**I.156 970.5232-7 FINANCIAL MANAGEMENT SYSTEM. (DEC 2000)**

The contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the contractor in connection with the work under this contract, expenditures, costs, and encumbrances; permits the preparation of accounts and

accurate, reliable financial and statistical reports; and assures that accountability for the assets can be maintained. The contractor shall submit to DOE for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. The contractor shall notify DOE thirty (30) days in advance of any planned implementation of any substantial deviation from this plan and, as requested by the contracting officer, shall submit any such deviation to DOE for written approval before implementation.

**I.157 970.5232-8 INTEGRATED ACCOUNTING. (DEC 2000) (DEVIATION)**

Integrated accounting procedures are required for use under this contract. The contractor's financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's Primary Accounting System for reporting financial activity under this contract in accordance with requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract *or as otherwise directed by the contracting officer. The Contractor's financial management system shall include an integrated accounting system for product cost accounting, particularly for isotopes.*

**I.158 970.5235-1 FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT. (DEC 2000)**

- (a) Pursuant to 48 CFR 35.017-1, this contract constitutes the sponsoring agreement between the Department of Energy and the contractor, which establishes the relationship for the operation of a Department of Energy sponsored Federally Funded Research and Development Center (FFRDC).
- (b) In the operation of this FFRDC, the contractor may be provided access beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive and proprietary data, and to Government employees and facilities needed to discharge its responsibilities efficiently and effectively. Because of this special relationship, it is essential that the FFRDC be operated in the public interest with objectivity and independence, be free from organizational conflicts of interest, and have full disclosure of its affairs to the Department of Energy.
- (c) Unless otherwise provided by the contract, the contractor may accept work from a nonsponsor (as defined in 48 CFR 35.017) in accordance with the requirements and limitations of DOE Order 481.1, Work for Others (Non-Department of Energy Funded Work) (see current version).

- (d) As an FFRDC, the contractor shall not use its privileged information or access to government facilities to compete with the private sector. Specific guidance on restricted activities is contained in DOE Order 481.1.

**I.159 970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL. (DEC 2000)**

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.

**I.160 970.5242-1 PENALTIES FOR UNALLOWABLE COSTS. (AUG 2009)**

- (a) Contractors which include unallowable cost in a submission for settlement for cost incurred, may be subject to penalties.
- (b) If, during the review of a submission for settlement of cost incurred, the Contracting Officer determines that the submission contains an expressly unallowable cost or a cost determined to be unallowable prior to the submission, the Contracting Officer shall assess a penalty.
- (c) Unallowable costs are either expressly unallowable or determined unallowable.
  - (1) An expressly unallowable cost is a particular item or type of cost which, under the express provisions of an applicable law, regulation, or this contract, is specifically named and stated to be unallowable.
  - (2) A cost determined unallowable is one which, for that Contractor—
    - (i) Was subject to a Contracting Officer's final decision and not appealed;
    - (ii) The Civilian Board of Contract Appeals or a court has previously ruled as unallowable; or
    - (iii) Was mutually agreed to be unallowable.
- (d) If the Contracting Officer determines that a cost submitted by the Contractor in its submission for settlement of cost incurred is—

- (1) Expressly unallowable, then the Contracting Officer shall assess a penalty in an amount equal to the disallowed cost allocated to this contract plus interest on the paid portion of the disallowed cost. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97); or
  - (2) Determined unallowable, then the Contracting Officer shall assess a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.
- (e) The Contracting Officer may waive the penalty provisions when—
- (1) The Contractor withdraws the submission before the formal initiation of an audit of the submission and submits a revised submission;
  - (2) The amount of the unallowable costs allocated to covered contracts is \$10,000 or less; or
  - (3) The Contractor demonstrates to the Contracting Officer's satisfaction that—
    - (i) It has established appropriate policies, personnel training, and an internal control and review system that provides assurances that unallowable costs subject to penalties are precluded from the Contractor's submission for settlement of costs; and
    - (ii) The unallowable costs subject to the penalty were inadvertently incorporated into the submission.

**I.161 970.5243-1 CHANGES. (DEC 2000) (DEVIATION)**

- (a) Changes and adjustment of fee. The contracting officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of, or variation in, work covered by this contract.
- (1) (*Deviation*) If any such direction results in a material change in the level of the Contractor's management effort, an equitable adjustment of the fee, if any, shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any claim by the contractor for an adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the contractor of the notification of change; provided, however, that the contracting officer, if it is determined that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. A failure to agree on an equitable

adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes."

- (2) (*Deviation*) Services pursuant to mutual agreement under the provisions of paragraph (e)(4) of Section C-4, Statement of Work, of this contract shall be performed without additional fee unless DOE and the contractor shall mutually agree in writing that they will constitute a material increase in the level of the contractor's management effort under this contract, in which event the parties hereto will negotiate in good faith to agree upon an equitable fee for such additional services. Failure of the parties so to agree shall constitute a dispute within the meaning of the clause entitled "Disputes."
- (b) Work to continue. Nothing contained in this clause shall excuse the contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

**I.162 970.5244-1 CONTRACTOR PURCHASING SYSTEM. (AUG 2009) (DEVIATION)**

- (a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the Contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE, and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the Contracting Officer, through the Contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.
- (b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of subpart 970.41.

- (c) *Acquisition of Real Property.* Real property shall be acquired in accordance with 48 CFR subpart 917.74.
- (d) *Advance Notice of Proposed Subcontract Awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.
- (e) *Audit of Subcontractors.*
  - (1) The Contractor shall provide for—
    - (i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and
    - (ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.
  - (2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.
  - (3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.
  - (4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR Part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).
- (f) *Bonds and Insurance.*
  - (1) The Contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed-priced and unit-priced construction subcontracts in excess of \$100,000. The Contractor shall consider the use of

performance bonds in fixed-price non-construction subcontracts, where appropriate.

- (2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).
  - (3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than \$25,000, but not greater than \$100,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.
  - (4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.
- (g) *(Deviation) Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at \$100,000 or less, *or \$500,000 for components of neutron scattering instruments (generally used by the Spallation Neutron Source (SNS) program.)*
- (h) *Construction and Architect-Engineer Subcontracts.*
- (1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.
  - (2) *Specifications.* Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."
  - (3) *Prevention of Conflict of Interest.*
    - (i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This



prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

- (ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.
- (iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.
- (i) *Contractor-Affiliated Sources.* Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.
- (j) *Contractor-Subcontractor Relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.
- (k) *Government Property.* Identification, inspection, maintenance, protection, and disposition of Government Property shall conform with the policies and principles of 48 CFR part 45, 48 CFR part 945, the Federal Property Management Regulations, 41 CFR chapter 101, the DOE Property Management Regulations, 41 CFR chapter 109, and their contracts.
- (l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.
- (m) *Leasing of Motor Vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.
- (n) [Reserved]

[71 FR 16241, Mar. 31, 2006]

- (o) *Management, Acquisition and Use of Information Resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.
- (p) *Priorities, Allocations and Allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.
- (q) *Purchase of Special Items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:
  - (1) Motor vehicles—48 CFR 908.7101
  - (2) Aircraft—48 CFR 908.7102
  - (3) Security Cabinets—48 CFR 908.7106
  - (4) Alcohol—48 CFR 908.7107
  - (5) Helium—48 CFR subpart 8.5
  - (6) Fuels and packaged petroleum products—48 CFR 908.7109
  - (7) Coal—48 CFR 908.7110
  - (8) Arms and Ammunition—48 CFR 908.7111
  - (9) Heavy Water—48 CFR 908.7121(a)
  - (10) Precious Metals—48 CFR 908.7121(b)
  - (11) Lithium—48 CFR 908.7121(c)
  - (12) Products and services of the blind and severely handicapped—41 CFR 101-26.701
- (r) *Purchase versus Lease Determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made—
  - (1) At time of original acquisition;

- (2) When lease renewals are being considered; and
- (3) At other times as circumstances warrant.
- (s) *Quality Assurance.* Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.
- (t) *Setoff of Assigned Subcontractor Proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.
- (u) *Strategic and Critical Materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.
- (v) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.
- (w) *Unclassified Controlled Nuclear Information.* Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.
- (x) *Subcontract Flowdown Requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:
  - (1) Davis-Bacon clauses prescribed in 48 CFR 22.407.
  - (2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
  - (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
  - (4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
  - (5) State and local taxes clause prescribed in 48 CFR 970.2904-1.

- (6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).
- (y) *Legal Services.* Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR Part 719 and the requirements of this clause.

**I.163 970.5245-1 PROPERTY. (DEC 2000) - ALTERNATE I (DEC 2000)  
(DEVIATION)**

- (a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.
- (b) Title to property. Except as otherwise provided by the contracting officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
- (c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.
- (d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the contracting officer and the contractor as the fair value thereof. The amount received by the contractor

as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all government property which had come into the possession or custody of the contractor under this contract.

- (e) Protection of government property-management of high-risk property and classified materials.
  - (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.
  - (2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.
  - (3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.
- (f) Risk of loss of Government property.
  - (1) (i) The contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
    - (A) Willful misconduct or lack of good faith on the part of the contractor's managerial personnel;
    - (B) Failure of the contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the contracting officer to safeguard such property under paragraph (e) of this clause; or

- (C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i)(1) of this clause.
- (ii) If, after an initial review of the facts, the contracting officer informs the contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the contractor to show that the contractor should not be required to compensate the government for the loss, destruction, or damage.
- (2) In the event that the contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the contractor's compensation to the Government shall be determined as follows:
  - (i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.
  - (ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.
- (g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the contractor with a value above the threshold set out in the contractor's approved property management system, the contractor:
  - (1) Shall immediately inform the contracting officer of the occasion and extent thereof,
  - (2) Shall take all reasonable steps to protect the property remaining, and

- (3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the contracting officer. The contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.
- (h) Government property for Government use only. Government property shall be used only for the performance of this contract.
- (i) Property Management.
  - (1) Property Management System.
    - (i) The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The contractor's property management system shall be submitted to the contracting officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management regulations and Department of Energy Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.
    - (ii) In order for a property management system to be approved, it must provide for:
      - (A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
      - (B) Employee personal responsibility and accountability for Government-owned property;
      - (C) Full integration with the contractor's other administrative and financial systems; and
      - (D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.
    - (iii) Approval of the contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i)(2) of this clause.
  - (2) Property Inventory.

- (i) Unless otherwise directed by the contracting officer, the contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.
  - (ii) If the contractor is succeeding another contractor in the performance of this contract, the contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.
- (j) The term "contractor's managerial personnel" as used in this clause means the contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of:
- (1) The contractor's business; or
  - (2) The contractor's operations at any one facility or separate location at which this contract is being performed; or
  - (3) (*Deviation*) The contractor's Government property system and/or a Major System Projects or Other Projects as defined in *DOE Order 413.3* (Version in effect on effective date of contract).
- (k) The contractor shall include this clause in all cost reimbursable subcontracts.



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**Appendix A—Personnel Costs and Related Expenses**

**Appendix B—Key Personnel**

**Appendix C—Performance Guarantee Agreement**

**Appendix D— Process for Incorporation of New and Revised DOE Directives**

**Appendix E—Laws, Regulations, and DOE Directives**  
**List B—List of Applicable Directives**

**Appendix F—Special Financial Institution Account Agreement**

**Appendix G—Performance Evaluation and Measurement Plan**

**Appendix H—Annex of Information and Intellectual Property**

**Appendix I—Intellectual Property Management Plan**

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX A**

**PERSONNEL COSTS AND RELATED EXPENSES**

Attached to this Appendix A is the parties advanced understanding for the Contractor's human resource management policies and related expenses which have cost implications under the contract.

## Table of Contents

1. Introduction
2. Definitions
3. Pay Practices
  - 3.1 Bargaining Unit Employee Compensation
  - 3.2 Nonrepresented Employee Compensation
    - 3.2.1 Policy/Objectives
    - 3.2.2 Salary Administration
    - 3.2.3 Approval of Individual Compensation Actions
    - 3.2.4 Other Pay Provisions
  - 3.3 Severance Pay
    - 3.3.1 Severance Pay Benefit
    - 3.3.2 Replacement Employer
4. Benefit Programs and Policies
  - 4.1 Company Service Credit
  - 4.2 Holidays
  - 4.3 Short Term Disability Pay for Salaried Employees
  - 4.4 Vacations
    - 4.4.1 Vacation Payments
    - 4.4.2 Vacation Exceptions
  - 4.5 Leaves of Absence
    - 4.5.1 Personal Leave
    - 4.5.2 Leave of Absence Without Pay
    - 4.5.3 Paid Educational/Sabbatical Leave
  - 4.6 Jury Duty
  - 4.7 Death Benefits—Salaried Employee Payments
  - 4.8 Military Service, Training and Emergency Duty

- 4.9 Community Service
  - 4.9.1 Civic Leave
  - 4.9.2 Civil Defense/Emergency Preparedness Exercises
  - 4.9.3 Election Officials
  - 4.9.4 Voting Time
- 4.10 Group Insurance Plans
  - 4.10.1 Benefits Program for Displaced Workers
- 4.11 Pension and Savings Plans
  - 4.11.1 Reports
  - 4.11.2 Non-Qualified Pension Plans
  - 4.11.3 Reserved
  - 4.11.4 Contract Termination/Expiration
- 4.12 Employee Assistance Program
- 4.13 Funeral Leave
- 4.14 Suspension Provisions
- 5. Employee Programs
  - 5.1 Education and Training
  - 5.2 Employee Recognition and Memberships
  - 5.3 Patent Awards
- 6. Travel and Relocation
- 7. Miscellaneous Policies
  - 7.1 Participation in Association Activities
  - 7.2 Licenses and Fees
  - 7.3 Personnel Borrowed
  - 7.4 Personnel Loaned
  - 7.5 Personnel Service Support Activities
  - 7.6 Protective Clothing

- 7.7 Security Suspension Pay
- 7.8 Business Expenses
- 7.9 Spallation Neutron Source (SNS) Project
- 7.10 Key Personnel

## 1. Introduction

This Personnel Appendix sets forth allowable cost by advanced understanding for the Contractor's human resource management policies and related expenses that have cost implications under the contract. This Appendix identifies those major cost areas deemed reasonable and allowable for reimbursement when incurred in the performance of the Contract work. This cost understanding is subject to all applicable provisions of the main contract.

The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practice insofar as they are consistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the cost limitations set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

Either party may request that this Personnel Appendix be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Personnel Appendix shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36) as approved by the DOE Contracting Officer or designated representative. When revisions to this Personnel Appendix are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page. The changes will be highlighted using "redline" feature or a similar word processing software feature.

This Appendix A is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Appendix A nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

The parties have agreed to increase the Contractor's latitude for managing overall personnel costs by eliminating many DOE approval requirements and holding the Contractor accountable for controlling and reducing total personnel costs. Nothing in this agreement precludes the government from making a future determination of unallowable costs based upon the test of reasonableness.

## 2. Definitions

Adjustment. A change in salary required to establish either internal or external equity.

Adjusted Rate, Adjusted Pay, or Adjusted Base Pay. The rate of pay per hour, per week, or per month, including any premium pay.

Average Rate. The rate which is determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.

Basic Earnings. The amount obtained by multiplying the number of hours worked by the basic rate.

Basic Rate, Job Rate, or Basic Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, but including any cost of living allowances (COLAs) established in any bargaining unit agreements established for each job classification in accordance with the approved wage and salary schedules.

Basic Workweek. A 40-hour workweek.

Casual Employee. Exempt or nonexempt non-salaried employees hired to work on a project type or intermittent basis and their work hours are determined on a case-by-case basis by their management. These employees are paid weekly and are not expected to work a fixed full-time schedule in excess of 6 months.

Change of Classification. The placement of an employee in a new classification due to reassignment without change in salary range.

Contractor. UT-Battelle, LLC.

DOE. The contracting officer or authorized representative of the contracting officer.

Demotion. The permanent placement of an employee in a lower-rated job classification.

Employee. A person hired by and working for the Contractor.

Exempt Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are on the monthly or semi-monthly payroll.

Full-time Temporary Employees. Exempt or nonexempt full-time ~~or part-time~~ employees who are temporarily employed by Contractor for a specific period of limited duration, generally greater than 6 months, but not to exceed 3 years. Temporary employees may



participate in the same benefit plans as regular Full-time employees except for long-term disability, severance pay, service awards, and educational assistance.

Merit Increase. An increase in the salary of an employee within the established rate range of the job classification, which is granted consistent with the salary plan.

Overtime Pay. Payment (in addition to straight time) for any hours worked in excess of 8 hours in a 24 hour period or 40 hours within a payroll week for hourly and nonexempt salaried employees (or as otherwise agreed in advance and based on a 40 hour payroll week); and when applicable, payment for required hours worked in excess of 45 hours within a payroll week for eligible exempt salaried employees.

Nonexempt Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws. They are on the weekly salaried or hourly payroll.

Payroll Day. The 24-hour period extending from midnight to midnight. Exception: Payroll day may vary from midnight to the established starting or ending time of the shift.

Payroll Week. Seven consecutive days (168 hours) extending from midnight Sunday to midnight Sunday. Exception: Payroll week may vary from midnight and/or Sunday to the established day and starting or ending time of the shift.

Premium Pay. A payment in addition to straight time pay made for any reason other than overtime; for example, shift differential, weekend premium, etc.

Promotion. The placement of an employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.

Reevaluation. A change of job level, up or down, through formal evaluation of an existing job.

Regular employee. Any full-time or part-time salaried employee on the contractor's payroll, not in a temporary or casual status.

Regular Rate. The straight-time rate at which the hours are worked, or the average rate for the week, whichever is greater.

Regularly Scheduled Shift. The normal hours of working time in each payroll day established for each employee by the Director, Human Resources.

Straight-time Pay or Straight-time Earnings. Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.

Straight-time Rate. The rate of pay per hour, per week, or per month obtained by adding the applicable shift differential rate to the basic rate for the job classification assigned at the time the work is performed.

Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).

### **3. Pay Policies**

#### **3.1 Bargaining Unit Employee Compensation**

- a. The terms and conditions set forth in collective bargaining agreements (CBAs) and modifications thereto and established practices thereunder between the Contractor and recognized bargaining agents for its employees assigned to work under this contract (which involve expenditure of funds) constitute the allowable costs for bargaining unit members' compensation and benefits for reimbursement by DOE. The collective bargaining agreements, incorporated by reference, include those with the following bargaining agents:

ORNL

Atomic Trades and Labor Council  
AFL-CIO

Prior to the negotiation of a new and/or revised CBA, the Contractor will review its negotiation plan with DOE and obtain DOE approval of its cost parameters and/or subsequent changes thereto. Reasonable costs that arise from administration of or pursuant to CBAs shall constitute allowable costs. The specific approval of DOE shall be obtained in the case of unusual items. The contractor will provide to DOE copies of its CBAs as they are entered into or modified and will keep DOE informed as far in advance as practicable of significant labor developments which are potentially precedent setting, may involve high cost, or potential work stoppages. The contractor will provide DOE with a settlement summary within 30 to 60 days after formal ratification of the agreement, using the "Report of Settlement" form.

#### **3.2 Nonrepresented Employee Compensation**

##### **3.2.1. Policy/Objectives**

The Contractor will implement a compensation program to attract, motivate, retain, and reward a work force commensurate with effectively accomplishing the performance of work under the Contract at a reasonable cost to the government. Professional compensation methodologies and best business practices will be used in the management of the compensation program. Compensation costs will be managed consistent with the Contractor's prevailing operating budget and budget forecast.

##### **3.2.2 Salary Administration**

The Contractor shall:

- a. Implement a compensation system with the following components:

- (1) Market policy for exempt salary structures and base salaries that seek to match average salaries in the competitive market at the beginning of the plan year.
  - (2) Market policy for nonexempt salary structures and base salaries that seek to match average salaries in the competitive market at the beginning of the plan year.
  - (3) A job evaluation system for establishing appropriate job worth hierarchy.
  - (4) A performance management system that supports a pay-for-performance compensation philosophy.
  - (5) System for developing a compensation plan.
  - (6) System for planning and controlling compensation expenditures and evaluating the effectiveness of the program.
  - (7) System for documenting job content.
  - (8) System for communicating the compensation program to employees and managers.
- b. Obtain DOE approval prior to changing compensation system component numbers 1-8 above.
  - c. Obtain DOE approval on the salary surveys and survey participants used for market comparisons.
  - d. Develop a Salary Increase Plan (SIP) annually, if appropriate, for the expenditure of funds that is consistent with the company's market policy, ability to pay, and relevant economic data, and obtain advanced DOE approval of this SIP.

The SIP will include the following:

- (1) Analysis of salary survey data and contractor's market position for salary structures and base pay levels. Comparison of average pay and salary range midpoints to the relevant market for benchmark positions.

- (2) Identification of needed funds by payroll groups expressed as a percentage of the appropriate base payroll for the end of the previous plan year. All components will be identified therein, e.g. merit, promotion, adjustment, variable pay, etc.

Unexpended portions of the SIP for one salary year are not carried into the succeeding salary year. All pay actions granted under the SIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before the year end (commonly called recovery).

- (3) The Contractor will evaluate major changes occurring in a given year, such as significant reduction in Contractor employment levels and adjust the SIP if appropriate.
  - (4) Assessment of contractor's financial condition to determine affordability of increasing compensation costs.
  - (5) Communication materials and tools for supervisors to help them plan salary actions to manage base salary relationships and pay for performance.
  - (6) Submit an annual expenditure report, DOE F3220.8, to include breakouts for merit, promotion, adjustments, variable pay, and structure movement for each payroll showing actuals against planned amounts.
- e. Any proposed establishment of an incentive compensation plan will be evaluated using the following criteria:
- The plan is budget neutral.
  - The documented design of the incentive compensation plan, the funding methodology, and the linkage to contract performance measures supports contractor human resource strategic goals.
  - There is a requirement for Contracting Officer approval of incentive compensation plan(s) before implementation.
  - There is a requirement for a contractor policy that provides for a specific pass-over rate (i.e., percent of participants who will not receive an incentive).

- There is a requirement for an annual summary report on distributions made under an incentive compensation plan.
- There is a requirement for pay at risk.

### **3.2.3 Reserved**

### **3.2.4 Other Pay Provisions**

#### **a. Overtime**

- (1) Annually the Contractor will discuss with DOE, and when necessary or requested, develop and submit to DOE an overtime plan forecasting the overtime necessary to meet known work requirements. Overtime will be managed to provide for the safe and cost-effective utilization of human resources and efficient conduct of business. Performance will be reported to the DOE on an annual basis.
- (2) Nonexempt salaried employees may be paid for overtime hours worked on the same basis as employees within the bargaining units defined in Section 3.1.
- (3) Exempt salaried employees are eligible for either straight time pay or compensatory time off when required to work at the direction of their management in excess of 45 hours per week, as follows:
  - a. Employees in ladder/band AP 1-3, TP 1, and RP 1 are eligible for straight time pay.
  - b. All exempt employees, except those eligible for incentive compensation, are eligible to earn compensatory time off at the rate of one hour earned for two hours worked. Individual compensatory time may not exceed 80 hours annually. Employees will not be allowed to receive payment in lieu of compensatory time off.
  - c. Casual overtime will not be paid.
- (4) Employees in a capacity of supervisor may receive additional compensation when required to work extensive additional hours that result in serious inequities with other employees in the same work group.

b. Other Supplements

- (1) Pay practices may apply to nonexempt salaried employees to the maximum allowable consistent with collective bargaining agreements for the following benefits:

Call-in Allowance	Report for Work
Change in Working Schedule	Saturday and Sunday Work
Holiday Pay	Shift Differential
Lunch Periods	EMT Premium
Meal Allowances	Licensing Payments
Overtime and/or Premium Pay	Human Reliability Program

- (2) Saturday and Sunday Work—An exempt salaried employee who works on Saturday as part of the regular schedule may receive an additional fifty cents per hour for such work, unless such work is part of an extended work week.

An exempt salaried employee who works on Sunday as part of the regular schedule may receive an additional one dollar per hour for such work, unless such work is part of an extended workweek. These payments may not be included in earnings when calculating the employee's participation in the various benefit plans.

- (3) Meal Allowances—An exempt salaried employee may be paid a meal allowance to the maximum allowable consistent with bargaining unit agreements set forth in Section 3.1.
- (4) EMT Premium—An exempt salaried employee who is required by the company to carry the EMT Medical Technician Certification may be paid a premium consistent with that paid under bargaining unit agreements listed in Section 3.1.
- (5) Licensing Payments—Where required to perform specific jobs in nuclear reactor operations related positions, a licensing payment for nuclear reactor controllers and related licensed positions is an allowable cost as long as the total compensation remains reasonable as supported by market data. Licensing payments discontinue upon failure to receive the required periodic re-licensing.

c. Part Time Employment

Part-time employees may be hired regardless of the salary ranges that are to be used. Compensation, determined by time actually worked, will be

calculated on the same basis as for full time, salaried employees at a rate comparable to that paid to regular employees in similar assignments.

Regular Part-time employees may participate in the following plans and activities:

Company Service Credit	Pension Plan
Group Insurance	Safety Programs and Awards
Holiday Pay (pro-rated)	Savings Plan
Jury Duty (scheduled workday)	Shift Differential
Layoff Allowance	Travel
Occupational Disability	Vacation Plan
Overtime Premium	Voting
Educational Assistance	Short and Long Term
Personal Leave (pro-rated)	Disability (prorated)

Casual part-time employees may participate in the following plans and activities:

Company Service Credit	Pension Plan
Group Insurance (after 4 months)	Safety Programs and Awards
Savings Plan	Jury Duty (scheduled workday)
Shift Differential	Occupational Disability
Travel	Overtime Premium
Vacation Plan	
Voting	

The cost of group health insurance premiums for regular part-time employees working 50 percent or greater is the same as regular full-time employee premiums. Casual employees will pay the regular employee premium plus 50 percent of the company's premium for health insurance. The cost of group life insurance will be the same as regular employee premiums for all part-time employees regardless of the hours worked. Vacation eligibility is prorated on the basis of total hours scheduled to work for regular part-time employees and on actual hours worked on a weekly basis for casual employees. Employees are eligible to convert to full-time or regular part-time status when management deems the change to be in the best interest of work performance under the Contract.

d. Shift Differentials—Exempt Employees

Exempt salaried employees assigned to shift work will receive shift differential as follows:



- (1) Employees assigned to the standard rotating shift schedule may receive up to \$130 a month.
  - (2) Employees assigned to the 4 p.m. to 12-midnight shift or any variation of this shift may be paid up to \$120 per month.
  - (3) Employees assigned to the 12 midnight to 8 a.m. shift or any variation of this shift, may be paid up to \$220 a month.
  - (4) Employees assigned to a rotating shift other than the standard rotating shift will be paid a combination of the appropriate differentials based on the percent of time worked on each shift.
  - (5) Employees assigned to an irregular shift may be paid the differential for the shift on which more than 50 percent of the hours were worked. If time is equal, the highest rate may be used.
- e. Holiday Pay

Hourly employees will be paid in accordance with collective bargaining agreements listed under paragraph 3.1 of this Appendix. Salaried employees working on scheduled holidays may be given holiday pay when schedules and contract requirements necessitating work to be scheduled on company observed holidays (which are listed under paragraph 4.2 of this Appendix). Holiday pay is paid at the rate of 2 1/2 the employee's adjusted rate for nonexempt employees and 2 times the employee's adjusted rate for exempt employees in ladder/band AP 1-3, TP 1, and RP 1 and below. Exempt salaried employees above ladder/band AP 1-3, TP 1, and RP 1 are not eligible for a holiday pay premium.

### **3.3 Severance Pay**

#### **3.3.1 Severance Pay Benefit**

- a. General

Severance pay is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work— unless the layoff is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or for a specific project.

If the Contractor reemploys an employee after having been paid a severance payment, Company Service Credit for any subsequent

severance payment consideration shall start from the date of such reemployment. If any individuals are reemployed by the Contractor prior to the end of the period covered by the severance pay (e.g., received 20 weeks severance pay, but reemployed after 15 weeks), the difference must be refunded.

No severance pay is paid to employees who terminate their employment voluntarily, who are discharged, or who resign by Contractor request, except for:

- (1) Medical reasons (i.e., those terminated due to contractor determination of mental or physical inability to perform available work).
- (2) Voluntary Reduction in Force (VRIF) Programs: Situations wherein a reduction in force is necessary in an employee unit and an employee volunteers with Contractor consent to be laid off in the reduction in force in place of another person. All VRIF programs require prior DOE approval.

b. Amount of Severance Pay

Severance pay will be calculated on the basis of the employee's basic rate in effect at the time of layoff (including extended hours' pay, if any, but excluding all overtime premium or shift differential) and may be paid in accordance with the following schedules:

(1) Hourly Employees

Refer to the terms and conditions set forth in the applicable collective bargaining agreements listed in section 3.1.a of this Appendix for allowable costs.

(2) Salaried Employees

<u>Company Service Credit</u>	<u>Severance Pay</u>
Under 3 months	No pay
3 months and under 1 year	Same proportion of 1/4 month's pay as completed months of service are of 12 months
1 year through 25 years of completed service	1 week of pay for every completed year of service. Payment will be capped at 25 years of service.

c. Special Severance Programs

Severance pay may be paid to employees accepted by management for participation in a self-select Voluntary Separation Program (VSP) offered by contractor and who execute a general release and waiver of claims. Contractor may, with prior written approval by the Department, offer a VSP when, in its discretion, it determines that there are excess personnel in particular employee classifications due to reduced funding or scope of work, that cost reductions are necessary, or for other business reasons, and that a voluntary separation program is preferable to an involuntary reduction. Severance payable under a VSP will be no less than that payable under subpart b. above, but may exceed that amount. The terms and conditions, including the amount of severance to be paid, of any proposed VSP requires written approval of the contracting officer.

**3.3.2 Replacement Employer**

Severance pay benefits are not payable when an employee is employed by or receives an offer of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equal conditions of employment.

#### **4. Benefit Programs and Policies**

The employee benefit plans, and related cost, described in this section are approved by DOE for application to employees working on this Contract and are reimbursable. In addition, retirees of this Contractor or the predecessor Contractor have limited coverage of these benefits.

The benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff. The programs will be competitive with labor markets from which employees are recruited, cost effective and in compliance with applicable laws and regulations.

Refer to the terms and conditions set forth in applicable collective bargaining agreements listed in this Appendix A, Section 3.1.a for allowable costs for hourly employees.

Contractor benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff to support the DOE missions in accordance with clause H-27 Contractor Compensation, Benefits and Pension, subparagraph (d).

##### **4.1 Company Service Credit**

Company and Credited Service can be restored to employees in accordance with the Contractor's Company and Credited Service policies. Policies will be administered consistently in accordance with applicable laws, and corporate rules.

- a. In order to facilitate the retention of certain critically skilled employees within the DOE management and operating, performance-based management, and environmental restoration and management contractor workforce systems, the Contractor may recognize (for the purpose of establishing appropriate vacation benefits) prior service credit earned while employed in the DOE system provided all the required criteria contained in Acquisition Letter 94-19 is met. The Director, Human Resources must approve any grant of vacation credit.
- b. When an individual is transferred to the service of the contractor from the DOE or from one of its contractors because of a DOE approved transfer of a function to the Contractor, such employees may be granted Company Service Credit for all of such previous DOE contract-related service provided that:
  - (1) the individual's service with the previous employer is essentially continuous with the time of transfer to the Contractor;
  - (2) the Company Service Credit thus allowed does not entitle the employee to buy back interest in employee benefits such as the Retirement Plan, but is limited to possible increased future benefits such as, but not limited to,

vacations, non-occupational disability allowances, and layoff allowances;  
and,

- (3) in all other respects the Company Service Credit will be allowed in accordance with the Contractor's Company Service Credit Rules.
- c. When an individual is hired on or after April 1, 2000, who has previous Company Service with employers participating in the UT-Battelle and BWXT Y-12 Multiple Employer Pension Plan (MEPP), Company and Credited Service may be restored to that employee in accordance with the Contractor's Company and Credited Service policies. The Company Service Date will be used for all benefits in which eligibility is based upon company service.

For active employees who are moving between MEPP employers as a result of an involuntary event (i.e., voluntary reduction in force, scope of work transfer, recall), all vacation accrued to date will transfer with the employee.

For active employees who are moving between MEPP employers as a result of a voluntary event (i.e., voluntary quit to accept new position), all vacation accrued to date will be paid out by the losing employer. If the vacation was earned under the Vested Vacation Plan (pre-1996), the employee will not be eligible for additional vacation until January 1 of the following calendar year. If the vacation was earned under the Vacation Accrual Plan, then accrual rules will apply.

- d. UT-Battelle employees transferring directly from Battelle companies or the University of Tennessee will retain their Battelle or University of Tennessee hire-in or seniority date for the purposes of vacation eligibility, savings plan and pension plan vesting. This is not applicable to post retirement benefits (PRB) such as retiree life, medical, vision, and dental insurance benefits.

## 4.2 Holidays

The Contractor observes the following holidays during the calendar year.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Last Monday in May	Christmas
Independence Day	Associated Christmas
Independence Day Associated (or other day determined by the contractor)	

## 4.3 Short Term Disability Pay for Salaried Employees

Under the contractor’s absence control program, a system to assure appropriate administrative actions are taken in a timely manner based upon medical evidence is implemented to assure reasonable sick leave usage and management of the Disability Allowance Program for both non-occupational and occupational disabilities.

For absences of four or more days, the benefit amount will be 100 percent of pay for the first 6 weeks of disability, then 80 percent of pay for the next 6 weeks, and 60 percent of pay for the remaining 14 weeks, limited to the duration of benefits based on Company Service Time as follows:

<b>Company Service Time</b>	<b>Duration of Salary Continuation</b>
One month but less than two months	One month
Two months but less than three months	Two months
Three months but less than four months	Three months
Four months but less than five months	Four months
Five months but less than six months	Five months
Six or more months	Six months

Benefit payment for short-term disabilities will be on a per disability basis. Ordinarily, benefit payments during short-term disabilities will be made at the employee’s adjusted rate. Any “loss-of-earnings” payments received, such as Workmen’s Compensation Benefits in cases of occupational disability, will offset the continued payments of salary.

#### 4.4 Vacations

- a. The cost of salaried employee vacations taken in accordance with the established vacation plan is allowable.
- b. Eligible employees are strongly encouraged to use at least 80 hours of vacation each year.

<b>Hire Date</b>	<b>Vesting/Accrual Schedule</b>	<b>Company Service Credit</b>	<b>Vacation Hours</b>	<b>Banking Maximum</b>
Prior to 1-1-96	Upon attainment of actual service	6 months	40	None
	during the 1st year. On	1–4 years	80	None
	December 31st	5–9 years	120	240 hours
	thereafter.	10–19 years	160	240 hours
		20 years and over	200	240 hours
On or After 1-1-96	Accrual weekly	Date of hire-9 years	*240	240 hours
		10–19 years	120	200 hours
		20 years and over	160	200 hours

\* Only employees with 15 years or more Company Service Credit years prior to January 1, 1996 receive 240 hours.

#### **4.4.1 Vacation Payments**

- a. An hourly employee who is deprived of a vacation at the end of the year due to a short-term disability, through management action, or because of unusual working conditions may receive payment for such vacation in addition to regular pay. A salaried employee similarly deprived of a vacation will receive equivalent time off in the following year unless the contractor authorizes payment for the vacation.
- b. An individual may be paid for unused vacation at the time of termination.

#### **4.4.2 Vacation Exceptions**

The Director, Human Resources as authority to change vacation entitlement in two ways:

- (1) by rolling entitlement from one year to the next where work schedules did not permit the employee to use the vacation and banking is not available;  
or
- (2) by granting up to one week accrued vacation eligibility on an exception basis to select new employees when, in the opinion of the Contractor, such an extraordinary entitlement is necessary to successfully hire the senior, critical, or key employee. In such exceptional cases, the individual would be eligible for up to a maximum four weeks of vacation each year as authorized by the Director, Human Resources until their company service would deem them eligible for more vacation.

### **4.5 Leaves of Absence**

#### **4.5.1 Personal Leave**

Salaried employees may be granted time off with pay for personal commitments which cannot be handled except during working hours and for tardiness due to severe weather conditions and similar occurrences which temporarily prevent the employee from reporting to work. The amount of time is limited to a maximum of 40 hours per calendar year. The Director Human Resources and Diversity Programs may authorize up to an additional 40 hours for extenuating circumstances.

- a. Personal leave is any excused absence which results in fewer hours worked than normally scheduled, and which is not granted as compensation for unpaid overtime worked or is not made up with overtime. Salaried employees may be excused from work for extenuating personal circumstances, such as serious illness in the immediate family, appearance in court as a witness other than for the contractor or DOE, or any similar circumstance which in the opinion of the Contractor warrants an excused absence and will not interfere with the Contractor's operations. Granting personal leave shall be prudently controlled, and vacation will be used for most personal circumstances, such as marriages, graduations, and similar occasions. The contractor shall maintain a system for approval and tracking of Personal Leave usage.
- b. Personal leave with pay is at the employee's adjusted salary rate.
- c. Hours paid for under the provisions of this policy do not count as hours worked toward Overtime and/or Premium pay.

#### **4.5.2 Leave of Absence Without Pay**

An employee may be granted a leave of absence without pay, of any duration, by the contractor provided the absence will not interfere with the Contractor's operations or create any conflict of interest. Continuation of benefits during leave of absence without pay will be administered according to the Contractor's leave of absence policy.

- a. Granting of company service for the full period of the leave (not to exceed 3 years) and restoration of vacation eligibility immediately upon return to work may be provided for employees who return to work from:
  - (1) Leaves granted when it is in the company's interest to make an employee's expertise or services available to DOE, another DOE contractor, another government agency, or to work-related agencies such as the International Atomic Energy Agency (Vienna), or the Center for Study of Communicable Diseases (Atlanta).
  - (2) Entrepreneurial leaves granted to accelerate technology start up based on DOE developed technologies.
- b. Continuation of company service credit and/or immediate restoration of vacation upon return to work for any leave without pay other than those listed above require prior DOE approval if the leave exceeds 180 days.



#### **4.5.3 Paid Educational/Sabbatical Leave**

- a. Salary continuation and benefit costs will be allowable for the granting of paid educational/sabbatical leaves for the following purposes:

- (1) To obtain advanced degrees in fields of study, which, in the opinion of the contractor, will further the DOE mission.

Such leaves may be approved for a cumulative duration not to exceed 24 months per individual.

- (2) To teach or perform research at an accredited college, university or research institute.

Such leaves may be approved for a cumulative duration not to exceed 12 months per individual.

Salary continuation shall be offset by compensation received from the college, university, or research institute.

- b. No more than 4 individuals may be on paid educational/sabbatical leave at any given time.
- c. The leaves require approval by the Director, Human Resources.
- d. If the employee does not return to active work after the approved leave period, the employee will be required to pay back the salary continuation and benefits costs received during the leave.
- e. If the employee voluntarily leaves the Contractor's payroll prior to working three years after returning to active work, the employee will be required to pay back the salary continuation and benefit costs on a prorated schedule based on the amount of time they have been back on the contractor's payroll.
- f. No educational assistance, travel or relocation expenses will be paid to employees on these leaves of absence with pay.

#### **4.6 Jury Duty**

An employee who is called for jury duty will be protected against loss of pay for the period of time needed to fulfill the obligation.

Employees will be paid their adjusted rate of pay for the regular day. Hours paid for under this policy will count as hours worked by salaried and hourly employees in the calculation of Overtime and/or Premium Pay.

#### **4.7 Death Benefits—Salaried Employee Payments**

In case of death of a salaried employee, salary payments may be continued until the end of the month following the month in which death occurs.

#### **4.8 Military Service, Training, and Emergency Duty**

Military service, training, and emergency duty policies are administrated in accordance with applicable laws contractor policies and procedures.

An employee will be granted a leave and protection against loss of pay for required military training and emergency duty. Such payments are limited to a maximum of two weeks per year (or four weeks every two years) for training and one month per year for emergency duty at the employee's adjusted rate.

An employee also may be paid for absences from work when required to register or take a physical examination required for entry into the armed forces.

#### **4.9 Community Service**

##### **4.9.1 Civic Leave**

Employees holding elected federal, state, or local government office may be permitted to utilize a reasonable period of working time with pay to carry out responsibilities which are required by the office and cannot be handled outside working hours.

##### **4.9.2 Civil Defense/Emergency Preparedness Exercises**

Employees who have volunteered and have been accepted by a local Civil Defense Organization to participate in community or national defense alert operations or in Civil Defense/Emergency Preparedness training may be excused from work for such participation without loss of pay for scheduled hours of work.

##### **4.9.3 Election Officials**

An employee who has been officially appointed to serve as an election officer, judge, or clerk may be excused from work without loss of pay for the period of time necessary to serve in such capacity.

#### **4.9.4 Voting Time**

Employees may be excused from work without loss of pay for the minimum time needed to vote in a national, state, county, or municipal election when the times available to vote are not sufficient to allow employees reasonable time to vote prior to or after their normal work shift.

#### **4.10 Group Insurance Plans**

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. Initial implementations or substantial changes to these plans require DOE approval. The features of these plans are set forth in policies and summary plan descriptions, a current copy of which will be provided to DOE. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws, and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation philosophy.

<b>Plan</b>	<b>Current Contractor Cost</b>
Group Life Insurance	Active salaried employees, retirees under 65–50% of full cost for basic life.
Medical Expense including Prescription Drug and Vision Plans	Active employees - as approved by DOE effective January 1, 2004 Retirees (with greater than 10 years full time service) - as approved by DOE effective January 1, 2004
Major Medical Medicare Supplement Plan	Retirees (with greater than 10 years full time service) - as approved by DOE effective January 1, 2004
Dental Expense Assistance Plan	Active employees - as approved by DOE effective January 1, 2004 Retirees under 65 - as approved by DOE effective July 1, 1996
Dental Expense Assistance And Vision Plan	0 - fully paid by retiree age 65 and older
Travel Insurance	100% of full cost
Voluntary Benefits	0 - fully paid by employee
Special Accident Insurance Plan	0 - fully paid by employee
Long Term Disability Plan	100% of full cost for replacement income - 60% of salary
Medical and Dependent Care Flexible Spending Accounts	Administrative Cost only

\* This table will be revised to reflect approved benefit plan changes when determined.

#### **4.10.1 Benefits Programs for Displaced Workers**

- a. The cost of medical plan coverage for contractor employees who have separated from employment, excluding those terminated “for cause,” will be reimbursable from the date of separation provided the employee was:
  - (1) On the employment rolls and voluntary or involuntary separation on or after September 27, 1991, as a result of the implementation of a work force restructuring plan requested by the Secretary of Energy; and,

- (2) eligible for medical insurance coverage under the contractor’s plan at the time of separation; and,
  - (3) not eligible for coverage under an employer’s group health plan or Medicare since the time of separation.
- b. Retirees eligible for medical coverage under the Contractor’s health plan will not be eligible for coverage under Section 3161 of the National Defense Authorization Act of 1993.
  - c. Benefits for displaced workers contained in a Workforce Restructuring Plan, developed pursuant to the National Defense Authorization Act of 1993, are reimbursable to the extent that a specific description of each benefit with supporting information and detailed projected costs has been reviewed and approved in advance by DOE, for inclusion in the Plan.

**4.11 Pension and Savings Plans**

The Contractor will be reimbursed for all costs incurred in implementing, administering, and funding the above plans. Initial implementations or substantial changes to these plans require DOE approval. The features of the Pension and Savings Plans are set forth in plan descriptions, current copies of which will be provided to DOE. These plans will be administered consistently and in accordance with applicable laws, Internal Revenue Service code, Plan Documents, and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure that the plan design meets Contractor objectives to provide income replacement value consistent with industry standards, and to assure the overall benefit package is reasonable and competitive from a total compensation perspective. The contractor cost of these plans is included in the table below:

<b>Plan</b>	<b>Contractor Cost</b>
Pension Plan	100% contractor paid
Savings Plan	100% match up to 2% of pay 50% match up to 4% of pay (4% of total pay)

**4.11.1 Reports**

The Contractor will submit copies of actuarial valuation reports (prepared by the Contractor’s actuarial consultants), a copy of IRS Form 5500 with schedules as submitted to IRS, and other financial or accounting reports developed or required in connection with the DOE reimbursed Pension and Retirement Plans.

#### **4.11.2 Non-Qualified Pension Plans**

Non-qualified Pension Plans implemented solely to replace the reductions in the Pension Plan benefit due to limitations imposed by Sections 415 and 401(a) 17 of the Internal Revenue Code are reimbursable under this contract. These plans will provide employees with benefits provided under the formulae expressed in the contractor's Pension plan and does not provide any additional benefit absent the Internal Revenue Code limitations. These benefits will be funded on a pay-as-you-go basis.

#### **4.11.3 Reserved**

#### **4.11.4 Contract Termination/Expiration**

The contractor shall not terminate any benefit plan without DOE approval. DOE will reimburse the contractor for allowable costs arising from qualified defined benefit pension plans, post-retirement life and medical insurance, and other welfare benefit liabilities for active and retired employees. It is the intention of DOE not to entertain any enhancements in these programs after the contractor announces the intention not to renew the contract. At the termination or expiration of this contract, the contractor's obligations to employees and retirees for these plans shall be discharged as described below:

a. Defined Benefit Plans

- (1) If the contract terminates or expires and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the contractor shall be relieved of, and indemnified by DOE, against any and all liabilities arising from such plans.

- (2) If the contract terminates or expires and there is no replacement contractor, the plan shall be terminated, or frozen, or merged with another DOE Contractor's qualified plan in accordance with the provisions of ERISA and the Internal Revenue Code (IRC). If the contracting parties decide to terminate the plan, annuity purchase bids will be solicited from a minimum of five of the ten largest insurance companies whose AM Best rating is A+ and who are currently selling pension plan termination annuities. After allowable obligations for liabilities (as those liabilities are defined in ERISA, Section 4044 and applicable rules or regulations, and as those liabilities are commonly and mutually understood by the contracting parties) and any tax liability of the corporation related to plan termination have been discharged, any remaining assets and earnings thereon (where earnings accrue from effective date of determination of the aforementioned liabilities to date of final settlement) shall be returned to the DOE. Those reasonable plan administrative expenses that cannot be billed to the plan will be reimbursed to the contractor. The Contracting Officer will, in his or her sole discretion, determine which plan administrative expenses are reasonable and will apply

Department of Labor guidelines to determine those expenses that may be billed to the plan. At an appropriate date before determination of the liabilities, the contracting parties shall meet to assure that plan liabilities are commonly and mutually understood. If plan assets are insufficient to cover the pension obligations stated in this paragraph, DOE shall provide additional funding to cover such obligations.

- (3) If the plan terminates before the contract terminates, the definition and disposition of assets and liabilities shall be as specified in paragraph (2).
- (4) Under the scenarios described in paragraphs (1), (2), and (3), the contractor shall actively manage all assets until the date of settlement. Such management shall include protection of principal if appropriate.

b. Defined Contribution Plan

Upon contract termination, individual employee accounts in the defined contribution plan shall be handled in accordance with the provisions of ERISA. Any unallocated funds (e.g., suspense accounts) shall be returned to the DOE.

c. Post-Retirement Life and Medical, and Other Benefit Obligations

- (1) If the contract terminates and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the contractor shall be relieved of, and indemnified by DOE, against any and all further liabilities arising from such plans.
- (2) If the contract terminates and there is no replacement contractor, DOE will reimburse the contractor in a timely manner for allowable costs incurred under this contract related to Contracting Officer-approved employee welfare benefit plans. If so requested by DOE at the time of contract termination or expiration, the contractor will continue as the sponsor of these plans until all liabilities of such plans are discharged.

d. Taxes and IRS Penalties

If contractor action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the contractor shall pay it from corporate funds.

If DOE action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the contractor shall pay it from DOE funds.

#### **4.12 Employee Assistance Program**

The Contractor will provide for an Employee Assistance Program consistent with the Drug Free Workplace Act of 1988. This benefit will be administered in accordance with the contract between the contractor and the EAP vendor. Periodic internal reviews will be conducted to assess cost/benefit of program delivery.

#### **4.13 Funeral Leave**

In the event of the death of a member of the employee's immediate family, a salaried employee may be granted leave with pay for up to four days.

#### **4.14 Suspension Provisions**

Time off, with or without pay, for a suspension under the Contractor's discipline program is allowable.



## 5. Employee Programs

### 5.1 Education and Training

a. Student Educational Programs

The Contractor may provide temporary employment opportunities for students under the cooperative education and student intern programs.

b. Educational Assistance Program

The Contractor may provide financial assistance to eligible employees who engage in educational activities in order to establish, maintain, or upgrade skill required by the Contractor. Eligible employees must satisfactorily complete courses of study to be eligible for assistance. The contractor must verify that educational institutions are nationally accredited prior to approving tuition reimbursement. (Must be accredited by accrediting institutions recognized by the Department of Education, e.g. the Council on Higher Education Accreditation website.) Educational assistance may include payment for tuition, textbooks, and fees. Payment may also be made for proficiency testing, which results in the granting of academic credit or is otherwise required by the school.

Regular work hours may be rescheduled to attend classes provided that there is no significant reduction in the employee's productive contribution caused by the rescheduling. Reduction of work schedules, with appropriate reduction of pay, and leaves of absence may be granted to facilitate course completion where deemed beneficial to pay for work under the Contract. Employees participating in Educational Assistance Program may use facilities, equipment, and services in support of their studies if approved by management.

c. University Program Participation

The Contractor may permit a rescheduling of regular work hours or a reduction in the work schedule and corresponding reduction in pay for Contractor employees who are engaged in teaching, planning, or general management at local colleges or universities.

d. Training

The Contractor may conduct or permit employees to attend training programs and courses that are based on training needs assessments. These training courses should contribute to the performance of work under the contract and be provided at reasonable costs to the government.

e. Benefit Plans Participation

Employees working on a reduced workweek schedule under 5.1.b and c will be permitted to participate in all employee plans, based on their full regular salaries and the continuation of full Company Service Credit.

## 5.2 Employee Recognition and Memberships

The costs of employee recognition programs and organizational and individuals memberships are allowable based on a budget formula not to exceed 1/4 of 1% of base payroll on September 30 of the prior fiscal year. Program costs include the following:

- a. Company service awards for achieving service milestones consistent with the Corporate service awards program.
- b. Safety awards and recognition to promote health and safety.
- c. Awards, recognition, and celebrations for participating in management initiatives, special achievements, retirement, and similar activities to the extent that they are reasonable and consistent with industry practice.
- d. The costs of organization and employee memberships in trade, business, and technical organizations necessary for effective performance of work under the contract provided they are reasonable and do not constitute payments for, or in support of, partisan and political (lobbying) activity.

## 5.3 Patent Awards

The cost of cash awards to inventors of patented technologies, authors of copyrighted works, and creators of mask works or copyrighted computer software that benefit the objectives of the Contractor and DOE are allowable. Program costs include the following:

- a. Cash Awards of \$750 may be made to each inventor (or each co-inventor) for each invention, upon issue of the patent by the U.S. Patent and Trademark Office. The maximum award amount for team awards is \$5000 per invention.
- b. Cash Awards of \$100 may be made to each author (or each co-author) of each trademark, upon issue of the trademark by the U.S. Patent and Trademark Office. The maximum award amount for a team of co-authors is \$250 per trademark.

- c. Cash Awards of \$500 may be made to creators of mask works or copyrighted computer software (other than scientific and technical articles) created, authored, conceived, or first reduced to practice within the scope of their employment, upon filing of the copyright or mask work registration for which the Contractor has asserted copyright for the purpose of registration and commercialization through licensing. The maximum award amount for a team of co-creators is \$3000 per copyright or mask work registered.

## 6. Travel and Relocation

- a. The Contractor may pay transportation, lodging, meals, incidental, relocation, and other expenses for employees or other persons required to travel or move in conjunction with the performance of work under this contract. Allowable costs for travel and relocation include costs according to applicable provisions of the FAR and DEAR, the Federal Travel Regulations, and the Internal Revenue Service auto allowance. The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law. The Contractor will maintain records based on its determinations to deviate in specific instances sufficient for audit review.
- b. When the Contractor requires employees to work at locations of significant distance from their regular assignment, on a temporary or permanent basis, geographic pay allowances may be appropriate. The intent is to keep employee's compensation and standards of living reasonably whole so that they suffer neither a significant financial loss nor gain because of the assignment. The ORNL Off-Site Assignment Policy (approved by DOE on May 7, 2004) will not be modified without DOE approval.
- c. Relocation costs are those costs incident to (1) the permanent change of duty station of an existing employee and (2) the recruitment of a new employee.
- d. Costs incurred in the recruitment of personnel consistent with applicable provisions of the DEAR and FAR and Federal Travel Regulations are reimbursable.

## **7. Miscellaneous Policies**

### **7.1 Participation in Association Activities**

Cost incurred as a result of participation in the activities of technical, professional, and business methods associations will be allowed, as long as reasonable and necessary for the performance of effective work under the contract.

### **7.2 Licenses and Fees**

The costs of required licenses, fees, and similar costs to certify and maintain employee qualifications to perform work under the contract are allowable. The Contractor will closely manage and control the number of licenses/fees to limit reimbursed costs to provide a sufficient number of qualified employees to reasonably perform the affected work under the contract.

### **7.3 Personnel Borrowed**

The cost associated with Battelle company or University of Tennessee employees not working for UT-Battelle borrowed for incidental work under this contract is reimbursable. Reimbursement for the time such employees work under this contract will be allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract will include the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel will be allowed on the same basis as for employees working on the contract.

### **7.4 Personnel Loaned**

The Contractor may loan, at no cost to the government, individuals working under this contract to other operations as long as it does not interfere with the performance of contract work. Each loan arrangement will be reviewed to assure no conflict of interest and will be approved by the cognizant UT-Battelle Director. A cumulative report showing all employees loaned, along with the total days loaned and services provided, will be submitted to the DOE annually.

### **7.5 Personnel Support Activities**

- a. **Wellness Program:** Costs of a Wellness Program to promote employee health and fitness are allowable. This program includes health and first aid clinics, fitness centers and the use of buildings and facilities when such use does not interfere with the official work of the Laboratory. Any significant enhancements to the approved ORNL Wellness Program Plan require prior DOE approval.

- b. The Contractor will be reimbursed for the costs incidental to the promotion of morale and welfare, and health and safety of employees such as: employee publications; net costs of in-plant food services (operated on a break-even basis); employees time to promote employee participation in Blood Drives, U.S. Savings Bonds and United Fund campaigns; and other similar incidental costs which may be sanctioned by the contractor.

## **7.6 Protective Clothing**

Employees who are required or allowed to wear special clothing, shoes and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals or radioactive contamination, guard exercise clothing, etc., are furnished such items at no cost to the employees. Cost of providing and laundering of such special clothing are allowable costs. Safety glasses or goggles and safety shoes other than those furnished by the Contractor (one pair of which may be sold to any employee once every two years at \$8 less than cost per pair in an attempt to prevent off-the-job lost-time accidents) are also allowable costs.

## **7.7 Security Suspension Pay**

- a. If the access authorization of an employee is suspended by direction of the Manager, Oak Ridge Operations Office, the Contractor shall transfer the employee to perform work not requiring access if such work is available. If a determination is made by the Contractor that no work is available in an uncleared area to which the employee may be transferred, the Contractor shall prepare a written report for the review and concurrence of DOE, setting forth the reasons for the determination. Subject to DOE's concurrence with such determination, the Contractor shall place the employee on leave with pay at the employee's current base compensation until the employee is notified in writing of the Hearing Officer's recommendation. If the Hearing Officer recommends revocation of access authorization the employee shall be placed on leave without pay. If the Hearing Officer recommends continuation of access authorization payment of the base wage shall be continued until final disposition of the case under Department procedures, 10 CFR Part 710.
- b. In the event the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by the employee on the position from which transferred, and such compensation shall continue until the employee is notified in writing of the Hearing Officer's determination. If the Hearing Officer recommends revocation of access authorization, compensation will be adjusted to the rate applicable to the job being performed.

If the Hearing Officer recommends continuation of access authorization, the base wage previously received shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.

- c. If at any stage of the access authorization procedure following a suspension, the employee's access authorization is reinstated and returns to work in the same or comparable position, the employee shall be reimbursed for net loss of base earnings during the period of suspension.

## **7.8 Business Expenses**

The following expenses to the extent reasonable and which contribute to the effectiveness of the Contractor's work under the contract will be allowable:

- a. Booklets and pamphlets describing the capabilities of the Contractor, e.g., operational, financial, personnel, etc.
- b. Cost of meetings, including cost associated with activities such as labor negotiations, recruiting, etc.
- c. The cost of business meals is allowable to the extent reasonable and necessary for the effective performance of contract work. The Contractor shall establish and maintain effective internal controls.

## **7.9 Spallation Neutron Source (SNS) Project**

Parties acknowledge that an SNS Working Group Report ("Plan to Assist in Recruitment of DOE Laboratory Employees for the Spallation Neutron Source Project") was approved by the DOE Director of Office and Science as a pilot program and was implemented on September 1, 1999. The SNS pilot will expire on June 30, 2006. All employees who were hired under the pilot program will retain their eligibility for those eligible SNS Pilot program benefits.

## **7.10 Key Personnel**

Changes to key personnel must be approved by DOE.

## **7.11 Resource Recruiting and Retention Toolbox**

Parties acknowledge that the human resource tools as described and outlined in the memorandum entitled the *Office of Science Human Resource Recruiting and Retention Tools*, as approved by the DOE Acting Chief Operating Officer George J. Malosh on May 3, 2006, will be recognized under the appropriate Appendix A sections.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX B**

**KEY PERSONNEL**

Attached to this Appendix B is the list of Key Personnel considered essential to the work being performed under this contract.

## APPENDIX B

### KEY PERSONNEL

See the clause in Section I entitled, “Key Personnel.”

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	Thomas Zacharia
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Biological and Environmental Sciences	Martin Keller
7. Associate Laboratory Director, Energy and Engineering Sciences	Dana Christensen
8. Associate Laboratory Director, National Security	Vacant
9. Associate Laboratory Director, Computing and Computational Sciences	Jeffrey Nichols
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Joseph Herndon
12. Director, Nuclear Operations	Kelly Beierschmitt
13. General Counsel	Nicole Porter
14. Chief Financial Officer	Gregory Turner

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX C**

**PERFORMANCE GUARANTEE AGREEMENT**

Attached to this Appendix C are the Performance Guarantee Agreements executed on behalf of the University of Tennessee by Joseph E. Johnson, President, on July 12, 1999 and on behalf of Battelle Memorial Institute by Dr. Douglas E. Olesen, President and Chief Executive Officer, on July 21, 1999.

## PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC05-99OR22725 for the Management and Operation of the Oak Ridge National Laboratory, by and between the Government and UT-Battelle, LLC, (Contractor), the undersigned, University of Tennessee (Guarantor), a corporate agency of the State of Tennessee and state university chartered under the laws of the State of Tennessee, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that



Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on July 12, 1999.

UNIVERSITY OF TENNESSEE



JOSEPH E. JOHNSON  
PRESIDENT

ATTESTATION INCLUDING APPLICATION  
OF SEAL BY AN OFFICIAL OF GUARANTOR  
AUTHORIZED TO AFFIX CORPORATE SEAL



## PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC05-99OR22725 for the Management and Operation of the Oak Ridge National Laboratory, by and between the Government and **UT-Battelle, LLC**, (Contractor), the undersigned, **Battelle Memorial Institute** (Guarantor), a nonprofit corporation incorporated in the State of Ohio with its principal place of business at Columbus, Ohio, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that

Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on July 21, 1999.

BATTELLE MEMORIAL INSTITUTE

BY: \_\_\_\_\_



TITLE: President and Chief Executive Officer

CORPORATE SEAL

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX D**

**PROCESS FOR INCORPORATION OF NEW AND REVISED DOE DIRECTIVES**

Attached to this Appendix D is the process to be utilized for the incorporation of new and revised DOE Directives into the Appendix E List of Applicable Directives (List B).

## Appendix D

### Process for Incorporation of New and Revised DOE Directives into the List of Applicable Directives (List B)

Pursuant to the requirements of the DEAR clause in Section I of the contract entitled, “970.5204-2 Laws, Regulations and DOE Directives,” this Appendix describes the process for incorporation of new and revised DOE Directives into the Appendix E List of Applicable Directives (List B).

On behalf of the Contracting Officer (CO), the Contracting Officer’s Representative (COR) will transmit notification of new or revised Directives to the contractor with a request for evaluation of the administrative and environment, safety and health requirements for impact to the contract.

DOE will also provide the contractor with the opportunity to comment on draft DOE Directives. Contractors must provide comments to DOE on draft DOE Directives by the stated deadline for their concerns to be recognized by DOE Headquarters.

**NOTE:** Contractor Directives Points of Contact must register on the DOE Directives Portal to receive notification of the publication of new/revised DOE Directives and the cancellation of DOE Directives.

As part of the impact assessment, the contractor determines (1) whether it agrees that the Directive is applicable, (2) if an Implementation Plan (IP) is required (i.e., the Directive cannot be implemented within existing funds and/or within 120 calendar days from the date of the COR’s request for an impact assessment), and (3) other information required by DEAR 970.5204-2. The contractor provides written notification of the results of the impact assessment to the COR, with a copy to the CO and the Oak Ridge Office (ORO) Directives Management Group (DMG). The impact assessment is due within 30 calendar days of the date of the COR’s request letter or as directed in the text of the letter.

Contractors shall ensure that Work Smart Standard (WSS) Sets and the associated development/maintenance processes meet the requirements of DOE M 450.3-1 or its successor.

When the contractor cannot fully implement new or revised requirements of Administrative Directives within existing funds and/or within 120 calendar days from the date of the COR’s letter requesting an impact assessment, the contractor shall prepare an Implementation Plan (IP) and provide it to the COR with a copy to the CO and the DMG.

IP revisions are required when the contractor makes substantive changes to an IP because of changing conditions, when deadlines established in the IP cannot be met, or when changes are requested by the COR. Revised IPs must be submitted before an existing commitment date is missed or within 30 calendar days from the date of the COR’s request letter. Revised IPs are to be submitted in the same manner as the original plan.

Contractors must not delete uncompleted actions from an IP between one revision and the next. If multiple revisions of a plan are involved, completed items must be noted as such in at least one revision before being deleted.

Contractors send a letter to the COR, with a copy to the CO and the DMG, requesting closure and stating that the corrective actions in the IP have been completed. Any ongoing activities are noted in the letter.

Requirements are added to the contract via the Requirements Change Notice (RCN) process described herein. The contractor is responsible for initiation of the quarterly revisions to List B by submission of a draft RCN to the CO with a copy to the DMG.

Unless other arrangements have been made, the quarterly RCN shall include the following:

- (a) The form (Attachment 1) entitled, “U.S. Department of Energy, Requirements Change Notice,” which provides the changes made in the current update of List B.
- (b) A “Summary of Changes, Baseline List of Required Compliance Documents” (Attachment 2) which identifies the authority for updating List B. The Summary of Changes delineates the following dates: (1) date of the COR impact assessment request; (2) date of contractor’s impact assessment response; (3) date of COR’s letter to contractor in response to contractor’s request for clarification or guidance; and (4) if needed, implementation plan submission and/or approval dates.

When the implementation plans are developed, approved, or closed, the compliance is so annotated on the RCN. Environment Safety & Health (ES&H) Directives are required to be listed on List B as well as in the WSS Set. ES&H-related Directives will be annotated by italics and/or a footnote. DOE Directives cannot be added or removed from List B without approval by the CO or the COR.

The CO will update List B on a quarterly basis by the issuance of a contract modification which includes the approved RCN. The established schedule for issuance of RCNs is as follows:

<b>SCHEDULE FOR ISSUANCE OF REQUIREMENTS CHANGE NOTICES</b>		
<b>Calendar Year Quarter</b>	<b>Contractor’s Submission Of Final Draft To CO</b>	<b>CO’s Target Date To Issue Contract Mod</b>
First (Jan, Feb, Mar)	February 28	March 31
Second (Apr, May, Jun)	May 31	June 30
Third (Jul, Aug, Sep)	August 31	September 30
Fourth (Oct, Nov, Dec)	November 30	December 31

**Attachment 1**

(Rev. 02/2009) <b>U.S. Department of Energy</b> <b>REQUIREMENTS CHANGE NOTICE</b>		RCN No. OR-
		Page 1 of XX
PROJECT: Contract Baseline Documentation	LOCATION: Oak Ridge, Tennessee	
CONTRACTOR:		
CONTRACT NO.:	DATE OF CONTRACT:	
<p>This Requirements Change Notice (RCN) No. OR-XX incorporates into List B, Contract No. DE-XXXX –XXXXXX, the attached list of applicable documents, which have been assessed against the terms and conditions of the contract in accordance with the Clause in Section I entitled, “970.544-2 Laws, Regulations and DOE Directives.” This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. (In accordance with the Contractor’s established procedure, information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets and S/RID functional areas sets.) ES&amp;H-related directives in WSS sets and S/RIDs have an ES&amp;H footnote in List B. Changes to List B are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b></p> <p><b><u>ADDITIONS:</u></b></p> <p><b><u>DELETIONS:</u></b></p> <p><b><u>EXTENSIONS:</u></b></p> <p><b><u>UPDATES:</u></b></p> <p><b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b></p> <p><b><u>ADMINISTRATIVE CORRECTION:</u></b></p>		
DOE AUTHORIZING SIGNATURE:	DATE:	
XXXXXX, Contracting Officer’s Representative		



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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX E**

**LAWS, REGULATIONS, AND DOE DIRECTIVES**

## List B – List of Applicable Directives

**DOE Directives may be found at the following address:**

<http://www.directives.doe.gov/>

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 10/03/2008.				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
Compliance Line: Implementation Plan approved by DOE on 09/02/2009.				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
DOE M 205.1-5, Administrative Change 1	09/01/2009	Cyber Security Process Requirements Manual		
DOE M 205.1-6, Administrative Change 1	09/01/2009	Media Sanitization Manual		
DOE M 205.1-7, Administrative Change 1	09/01/2009	Security Controls for Unclassified Information Systems Manual		
DOE M 205.1-8, Administrative Change 1	09/01/2009	Cyber Security Incident Management Manual		
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		



**List B – List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 2	10/13/2009	Contractor Human Resource Management Programs		
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan approved by DOE on 05/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive

**List B – List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
				included in WSS. See Footnote (1).
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (1).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
DOE M 470.4-2A	07/23/2009	Physical Protection		
Compliance Line: Implementation Plan submitted to DOE on 12/16/2009.				
DOE M 470.4-4A	01/16/2009	Information Security Manual		
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE M 471.1-1	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information Manual	1 10/23/2001	
DOE O 471.1A	06/30/2000	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		

## List B – List of Applicable Directives

**DOE Directives may be found at the following address:**

<http://www.directives.doe.gov/>

Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan submitted to DOE for closure on 01/15/2010.				
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		

## List B – List of Applicable Directives

<b>Work Smart Standards (WSS) Sets  can be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	68 08/19/2009	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	9 06/26/2008	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	21 09/10/2007	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	

### FOOTNOTES:

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX F**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS-CLEARED FINANCING ARRANGEMENT**

Agreement entered into this 30th day of January, 2006, between the **UNITED STATES OF AMERICA**, represented by the Department of Energy (DOE), and **UT-BATTELLE, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and **SunTrust Bank, Inc.**, a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

**RECITALS**

- (a) On the effective date of April 12, 1999, DOE and the Contractor entered into Agreement No. DE-AC05-00OR22725, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts advanced to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by the Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (see Fig. IX-10).

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit account shall be designated UT-Battelle, LLC, [account title] Account.

**COVENANTS**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The Government shall have title to the credit balance in said account to secure the repayment of all advance payments made to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution with respect to such accounts.
- (2) The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the deposit and withdrawal of funds in the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from the Contractor, on behalf of DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Contractor acting on behalf of DOE and purporting to be signed by, or signed at the written direction of, the Contractor may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by the Contractor.



- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six years after the final payment under the Agreement.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

U.S. Department of Energy  
Oak Ridge Operations Office  
Post Office Box 2001  
Oak Ridge, Tennessee 37831-8759  
Fax: (865) 241-2549

- (5) DOE shall authorize funds (in the form of a Letter of Credit) that are irrevocable to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict Automated Standard Application for Payments (ASAP) withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

If documentation furnished by the Financial Institution demonstrates that this withdrawal procedure would be inequitable to DOE or to the Financial Institution, Covenant 5 may be modified upon agreement of all parties concerned. The Financial Institution shall comply with the provisions contained in I TFM 6-2000, which states that payment vouchers (TFS form 5805) ordinarily should not be drawn more frequently than daily or for amounts less than \$5,000 and in no case should they be drawn for more than \$50,000,000 unless otherwise stated in the Letter of Credit. In the event that the balance remaining in the Letter of Credit limitation is not sufficient to cover the checks presented, the Department of the Treasury will, at the specific authorization of DOE, instruct the Federal Reserve Bank to immediately wire a transfer of funds from the Department of the Treasury account to the Financial Institution's account, for the benefit of the Contractor's special demand deposit account, in an amount sufficient to cover the check presented in excess of the available Letter of Credit balance.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Contractor's Solicitation No. AGS-08 dated September 22, 2005. The Financial Institution agrees that per-item costs detailed in the form *Schedule of Financial Institution Processing Charges* and contained in the Financial Institution's proposal dated October 26, 2005, will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

- (6) The Financial Institution shall post collateral, acceptable under Title 31 CFR 202/Treasury Financial Manual Part 6, Chapter 9000, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of five years beginning on the 1st day of February, 2006, and ending on the 31st day of January, 2011.
- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
- (11) In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. During this 90-day period, DOE shall place on deposit in that account sufficient funds to cover all outstanding checks presented for payment.

During the 90-day period, it is further understood that:

- (a) The Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the account, less Federal Deposit Insurance Corporation (FDIC) coverage on the accounts, and that no cost of such collateralization shall accrue to the Contractor or DOE.
- (b) All service charges shall be consistent with the amounts reflected in this Agreement as identified in *Schedule of Financial Institution Processing Charges*.
- (c) No charge will be made for any FDIC or other depository insurance assessed.
- (d) All terms and conditions of the Financial Institution's proposal dated October 26, 2005, which are not inconsistent with this 90-day additional term shall remain in effect.



(e) This Agreement shall continue in effect, with exception of the following:

1. Letter of Credit (Covenant 5)
2. The term of this Agreement (Covenant 7)
3. Termination of Agreement (Covenants 8 and 9)

(12) Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s) and to the extent of such transfer and notice thereof to the Financial Institution, the Contractor shall have not further responsibilities hereunder.

The Financial Institution has submitted the forms entitled *Technical Representations and Certifications (Jul 2005)*, *Schedule of Financial Institution Processing Charges*, and *Option*. These forms have been accepted by the Contractor and DOE and are incorporated herein with the document entitled *Statement of Work dated July 20, 2005*, as an integral part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY**

BY: Beverly J. Harness  
Beverly J. Harness, Contracting Officer

DATE: 1/30/2006

**UT-BATTELLE, LLC**

BY: Barry R. Miller  
Barry R. Miller, Director, Contracts Division

DATE: 1/4/06

**SUNTRUST BANK, INC.**

BY: Bob L. Whalley

DATE: 1/20/2006

NOTE – The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, Linda K. Larkin, certify that I am the Board Secretary of the corporation named as Financial Institution herein; that BOB L. WRATHER, who signed this Agreement on behalf of the Financial Institution, was then S.V.P. of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Linda K. Larkin  
(Corporate Seal)(Signature)

## STATEMENT OF WORK

July 20, 2005

### General Requirements

Requirements include the establishment and maintenance of government fund demand deposit accounts and the accurate and timely processing of all banking services related to these accounts. Banking services that are required include, but are not limited to: zero balance accounts; controlled disbursement; positive pay; account reconciliation; Electronic Funds Transfer (EFT) including Automated Clearing House (ACH) and wires - domestic and foreign; Electronic Data Interchange (EDI); web-based inquiry and processing capabilities; miscellaneous services such as stop payments, cancels, issues and paid check imaging; and a variety of additional reporting and communication needs.

### Bank Account Information and Requirements

Establish and maintain Government Fund Accounts (GFAs) for disbursement activities. At present, five government fund demand deposit accounts are utilized. UT-Battelle, LLC (Contractor), reserves the right to consolidate existing accounts or establish additional accounts as needed during the term of the Agreement. All accounts are established as zero balance accounts and are funded by the "payments cleared method of financing" as described in a subsequent section of this Statement of Work document. Descriptions of currently established disbursement accounts follow.

#### Master Account

Direct disbursements from this account are limited to all wire transfers and the ACH transmittals generated for payment of general liabilities. Additionally, this account is utilized to fund all other government fund accounts listed below. Under the payments-cleared method of financing, the Financial Institution will make a daily draw from the U.S. Department of the Treasury's (Treasury) Automated Standard Application for Payments (ASAP) System which will be credited to this master account in order to bring all accounts, including this master account, back to a zero (\$0.00) balance. No paper checks are issued from the master account.

Note: The Financial Institution must be a Treasury-approved government deposit insurance organization as identified in I TFM 6-9000. Accordingly, the Financial Institution shall post collateral with the Federal Reserve Bank (FRB), in an amount equal to the net balance of federal funds deposited into this master account, less the Treasury-approved deposit insurance.

#### Sub-Account – General Payables

Disbursements are limited to paper checks issued in satisfaction of general vendor account liabilities. This account is established as a positive pay, controlled disbursement account.



Sub-Account – Worker’s Compensation and General Liability

Disbursements are limited to paper checks issued in payment of liabilities under the Contractor’s Worker’s Compensation Self-Insurance plan. This account is established as a positive pay, controlled disbursement account. Special Note: Check payments for worker’s compensation liabilities are issued by a third-party administrator; therefore, file transfers of issues will be presented to the Financial Institution by this party.

Sub-Account – Payroll Disbursements by Check

Disbursements are limited to paper checks issued in satisfaction of payroll liabilities. This account is established as a positive pay, controlled disbursement account.

Sub-Account – Payroll Disbursements by ACH

Disbursements are limited to ACH payments issued in satisfaction of payroll liabilities.

Special Note: Other than any credit(s) due to the receipt of a returned/rejected disbursement item(s), all sub-accounts receive only one credit (deposit) per day, resulting through funding from the master account for zero-balancing. As well, the master account receives only one credit per day, resulting from the daily ASAP draw. Any other credit(s) to the master account must be due to receipt of a returned/rejected disbursement issue(s). The “netting” of accounts by offsetting disbursements with deposit receipts, other than the ASAP draw, is not permitted.

See the “Depository and Cash Services” section of this Statement of Work for a more detailed explanation of general deposit requirements.

Payments-Cleared Method of Funding

As a Prime Contractor to the United States Department of Energy (DOE), the Contractor is wholly dedicated to the operation and management of the Oak Ridge National Laboratory (ORNL). As such, the Contractor receives full funding under the “payments cleared method of funding.” The payments-cleared funding arrangement is a financing method utilized by the federal government for financing grants, contracts, and other programs and utilizes a payment system called the ASAP 1031 Account. In brief, this “on line” program is used by the Financial Institution to effect full reimbursement for all payments “paid” by the Financial Institution on behalf of the Contractor on a given day. Under this arrangement, the Contractor issues payments for program costs, utilizing controlled disbursement accounts as described above. The Financial Institution will honor the payments presented for collection without pre-funding of accounts. At the close of each business day, on an intraday basis, the Financial Institution will zero balance all sub-accounts with an offsetting charge to the master account to determine the total amount advanced during the day. The Financial Institution will then access the ASAP system, using software furnished by the Treasury’s Financial Management Service (FMS), connecting it to the FRB of Richmond to advise Treasury of the amount advanced. The FRB will immediately arrange a “draw” against DOE’s authorized funds for same day credit to the Financial Institution’s reserve account at its FRB. Funds are provided by a repetitive Fed Wire. The daily draw should bring the Contractor’s full chart of government account balances back to zero. To receive same day credit, the

payment request must be received by the FRB of Richmond by 5:45 p.m. Eastern time. The intraday cut-off time established must be sufficient to meet this deadline; however, it should be as late in the day as administratively possible in order to minimize the potential for overdrafts. The amount of the daily drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible. If the Financial Institution has a pattern of excess drawdowns and fails to correct the problem after written notice from DOE, the Financial Institution will be assessed interest on all excess balances at the Federal Funds Rate for the month(s), and the Special Financial Institution Account Agreement will be terminated. Penalties will be remitted to the cognizant DOE finance office.

Normally, the Financial Institution's daily ASAP draw requirement ranges from \$1 Million to \$8 Million and averages approximately \$4 Million. However, at least once per month, upon issue of the monthly payroll, the draw requirement is approximately \$20 Million. The Financial Institution must have sufficient reserves to cover this intraday overdraft pending end of day settlement/reimbursement through the Treasury's ASAP system.

After award, the DOE finance office will provide the Financial Institution with enrollment forms that will permit withdrawal of funds from the ASAP 1031 account at the FRB of Richmond. The Financial Institution will complete the forms and return them to DOE for further processing.

#### **In-house Check Generation**

Accept and process paper checks generated in-house by the Contractor. The Contractor uses commercially available, blank check stock to generate its paper checks. Paper checks are printed in-house and distributed daily.

#### **On Line Communication and Processing**

Provide a secure, web-based communication and processing system(s) for check imaging display, wire transfer processing, stop payment processing and inquiry, and file transmissions (ACH, EDI, Positive Pay). Unique user identifications and passwords, along with specified authorizations, will be issued for individual personnel as requested by the Contractor.

#### **Positive Pay**

Provide positive pay for all controlled disbursement accounts (currently three accounts as described above). Check issues are processed each business day. An approximate average of 2,000 checks are issued each month from the combined controlled disbursement accounts. The Contractor defines the positive pay function as follows: Each business day, the Contractor sends to the Financial Institution, an electronic file containing data representing checks issued or voided on the previous business day. For each controlled disbursement account, file data includes account number, check serial



number, and respective amounts. The Financial Institution will provide a web-based product to facilitate transmission of respective files. The check issue and void information will be used by the Financial Institution to create and maintain an outstanding check file. Newly issued checks are accumulated into the outstanding check file. Voided checks are removed from the outstanding check file. As checks are presented to the Financial Institution, the Financial Institution compares the encoded check information to the outstanding check file. Matching items are considered to be approved for payment and removed from the outstanding check file. Non-matching items are reviewed by the Financial Institution for encoding errors. Encoding errors are corrected by the Financial Institution, and the check is removed from the outstanding check file. Non-matching items not resulting from encoding errors are referred to the Contractor's Treasury Services personnel for resolution. The purpose of this function is to allow the Contractor sufficient time to return any unauthorized payments within 48 hours as provided by the Uniform Commercial Code. In addition to the mechanism for daily file processing for positive pay as described above, the Contractor requires web-based processing capabilities for transmission of manual issues and voids.

### **Stop-Payment Processing**

Provide stop payment capability. Stop payment orders will be placed by the Contractor via the web-based communication and processing system provided by the Financial Institution. Stop payments shall not be labeled or treated as cancellations or voids on the bank reports or on the check inquiry system. Rather, the stop payment items should be clearly identified as such.

### **Electronic File Transfer/EDI Services**

Submit Cash Concentration or Disbursement (CCD) and Pre-arranged Payments and Deposits (PPD) formatted payment files to the ACH on a daily basis. The Contractor creates National Automated Clearing House Association (NACHA) compliant CCD and PPD payment files on a daily basis. These files are transferred electronically to the Financial Institution who submits those files on the Contractor's behalf to the ACH.

Translate a payment file from a proprietary format into Corporate Trade Exchange (CTX) format and submit the file to the ACH on a daily basis. The Contractor creates an electronic file in a proprietary format to pay vendors requesting CTX payments via the ACH. These files are transferred to the Financial Institution who reads the file and translates it to a NACHA compliant CTX format and submits the file on the Contractor's behalf to the ACH.

As stated above, all file transfers to and from the Financial Institution will be executed via a secure, web-based platform provided by the Financial Institution.

### **Checks-Paid File**

Provide paid item files, electronically, for each controlled disbursement account, no later than 7:00 a.m. on the first work day of each calendar month following the close of business for the previous month. To accommodate the Contractor's fiscal year end deadlines with DOE, the checks paid file for September business will be needed by 7:00 a.m. on the first calendar day subsequent to the Contractor's last working day in September, whether or not this falls on a work day. Provide individual files for each controlled disbursement account.

### **Testing Environment**

Provide a test environment for file transfer transactions during implementation and on an on-going basis. During implementation and in the event program changes are made to the Contractor's software, system testing is desirable to the point that data files are passed to and reviewed by the Financial Institution.

Provide Magnetic Ink Character Recognition (MICR) document and image quality control services for testing of paper checks as requested by the Contractor on an as-needed basis.

### **Disaster Recovery**

Sufficient disaster recovery plans must be in place to insure uninterrupted service to the Contractor's payees.

### **Account Reconciliation Services/ Information Requirements**

Provide, by fax or on-line access, monthly bank statements for all accounts no later than 7:00 a.m. on the first work day of each calendar month following close of business for the previous month. To accommodate the Contractor's fiscal year end deadlines with DOE, statements for the September business will be needed by 7:00 a.m. on the first calendar day subsequent to the Contractor's last working day in September, whether or not this falls on a work day. Official hard copies of the statements should follow in the U.S. mail.

Provide both full and partial reconciliation reports/services for all disbursement accounts.

Provide web accessible reports, on a daily basis, providing the following information for all accounts: summary funding and reconciliation totals of daily account activity; daily and cumulative listing of un-matched checks; stop payments placed, revoked, or rejected; cancels/voids or corrected paid items; and same day and previous day balance reporting.

### **Check Imaging**

Provide real-time, on-line access to paid item images via a web-based product. In addition, file(s) of the paid check images shall be routinely provided to the Contractor on CD-Rom.



## **Wire Transfers and Drafts**

### Foreign Drafts

Provide Contractor with in-house method for foreign denominated paper draft preparation and printing.

### Wires

Contractor makes extensive use of Domestic FedWire transactions and foreign wire transactions using Society for Worldwide Interbank Financial Telecommunications (SWIFT). Financial Institution will provide on-line service for initiating wire transfers. Also, an alternative (manual) method must be available for processing wire transfers in the event of system problems. Contractor requires capabilities for making international wire transfers in U.S. and/or foreign currency denominations. Provide capability for transacting international wires through correspondent U.S. banks and wire transactions going through multiple foreign banks. Provide same-day clearing of all wire transfers transacted in U.S. currency. Provide real-time foreign exchange rates.

## **Depository and Cash Services**

### Depository Services

As described earlier, no deposits are made to any of the government fund accounts with the single exception of the daily draw through ASAP. Any deposits made by the Contractor on behalf of DOE must be credited to the Financial Institution's Treasury General Depository Account. All of the deposits are credited and reported daily on the Treasury's *Cashlink* Federal Deposit Reporting System. This system arranges for "same day" sweep of these accounts to the Federal Reserve for credit to the Treasury. Compensation for collection float is paid by the Treasury directly to the Financial Institution as a part of the Financial Institution's agency agreement with the Treasury. Therefore, in order to qualify to perform the services in this proposal, the Financial Institution must have entered into a separate agreement with Treasury's FMS, qualifying as a collection agency.

Although most collections for DOE are directed through a Treasury lockbox system (which is not part of this procurement), the Contractor does receive some direct mail and over-the-counter receipts that must be deposited regularly. As described in the paragraph above, these deposits must be credited to the Treasury General Account rather than to the GFA accounts for the Contractor. The current operating procedure calls for the Contractor to make separate deposits to a commercial clearing account which is part of the Financial Institution's sweep system. This account is subjected to electronic analysis to determine number of items deposited and, using American Banker's Association (ABA) Routing & Transit designations, establishes assigned float that is then incorporated into the Financial Institution's periodic billing to the Treasury's FMS. The Financial Institution is fully compensated for these services by the Treasury through the FMS billing. Therefore, there should not be any analysis charge assessed for these services under this procurement.

In summary of the above, the Financial Institution must be an "approved" depository agency having an established depository agreement with the Treasury's FMS. The



Financial Institution must have access to *Cashlink* and be willing to accept the Treasury's compensation for deposit and processing and float cost as full payment for depository services rendered. Further, the Contractor requires that returned deposit items, other than "no account," "account closed," or "payment stopped," shall be resubmitted one time before being charged back against the Treasury General Account.

Deposit Verification

The Financial Institution must provide for deposit verification and return of validated deposit receipts to the Contractor.

Change Order Services

The Contractor has limited change order requirements in support of miscellaneous employee services. On a weekly basis and based on a pre-determined schedule, the Financial Institution will provide a change order of cash funds as requested by Contractor.

**Monthly Analysis Statement**

The Financial Institution will provide the Contractor with an account analysis monthly. The account analysis will include the data necessary for the Contractor and/or the DOE finance office to determine that the costs of the services are commensurate with the level of compensation being provided to the Financial Institution, and that the average daily demand account balance is being maintained net positive and as close to zero as administratively possible.

**Data Mapping Services – OPTIONAL**

Provide data mapping services to convert all input and output data in accordance with specifications as set by the Contractor. Reference the attached document entitled *Contractor's File Layout Specifications*.

**SOLICITATION NO. AGS-08**  
**LISTING OF ACRONYMS**

ABA	American Banker's Association
ACH	Automated Clearing House
ASAP	Automated Standard Application for Payments
CCD	Cash Concentration or Disbursement
Contractor	UT-Battelle, LLC
CTX	Corporate Trade Exchange
DOE	United States Department of Energy
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
FDIC	Federal Deposit Insurance Corporation
FMS	Financial Management Service
FRB	Federal Reserve Bank
FRCS	Federal Reserve Communication System
GFA	Government Fund Account
MICR	Magnetic Ink Character Recognition
NACHA	National Automated Clearing House Association
ORNL	Oak Ridge National Laboratory
PPD	Pre-Arranged Payments and Deposits
SOW	Statement of Work
SWIFT	Society for Worldwide Interbank Financial Telecommunications
Treasury	United States Department of the Treasury

**SOLICITATION NO. AGS-08**  
**TECHNICAL REPRESENTATIONS AND CERTIFICATIONS (Jul 2005)**

The Financial Institution makes the following technical representations and certifications as part of its offer to provide service under a payments-cleared financing arrangement. (Check parentheses and complete blanks, as appropriate. All information is necessary.)

**1. Financial Institution Fiscal Information**

- a. The Financial Institution is a ( ) national chartered financial institution (  ) state chartered financial institution organized and existing in the State of Georgia.
- b. The Financial Institution (  ) maintains ( ) does not maintain an account with a Federal Reserve Bank.
- c. The current (  ) Federal ( ) State time deposit reserve requirement for the Financial Institution is 0 %. Normal rate is 10% but waived for UT Battelle.
- d. The Financial Institution (  ) insures ( ) does not insure each time account for \$100,000 under federally approved deposit insurance. Deposits (  ) are ( ) are not insured by a Government deposit insurance organization approved by the Department of the Treasury. Explain negative responses, if any, below.
  
- e. The Financial Institution (  ) has ( ) does not have direct on-line access to the Federal Reserve Communication System (FRCS). Explain negative response, if any, below.
  
- f. To receive same-day credit from the Federal Reserve, the Financial Institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by 4:30 p.m. Eastern time.

**2. Minority Business Enterprises**

- a. The Financial Institution ( ) operates (  ) does not operate as a minority-owned business enterprise with at least 50 percent ownership by minority group members. (For present purposes, minority group members are Asian Pacific Americans, Black Americans, Hispanic Americans, Indian Tribe, Native Hawaiian Organization, Native American, and Subcontinent Asian American).
- b. The Financial Institution ( ) operates (  ) does not operate as a woman-owned business enterprise with at least 50 percent ownership by women members.

3. Technical

- a. Does the Financial Institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the Contractor as stated in the *Schedule of Financial Institution Processing Charges*?

Service: (x) Yes ( ) No

Reconciliation: (x) Yes ( ) No

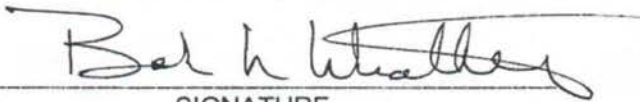
- b. What is the highest number of payments serviced and reconciled for a single account?

Service: Account Reconciliation

Reconciliation: 10,435

Bob L. Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2005

DATE

CORPORATE SEAL

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

TMA Code	Services	Contractor's Projected Monthly Quantity	Price Per Unit	Total
<b>DEMAND DEPOSIT SERVICES</b>				
10100	Other Miscellaneous Debits	4	\$ 0.16	\$ 0.64
10000	Account Maintenance – Monthly	9	\$13.00	\$ 117.00
150100	Items Paid	1	\$ 0.16	\$ 0.16
250200	Electronic Debits Posted	71	\$ 0.04	\$ 2.84
250200	Electronic Credits Posted	2	\$ 0.04	\$ 0.08
100220	On-Us Items	1	\$0.085	\$ 0.085
100222	Clearinghouse Items	1	\$0.095	\$ 0.095
100223	Local Fed/In State Fed	1	\$0.115	\$ 0.115
100224	Out Of State Items	1	\$ 0.15	\$ 0.15
10310	Duplicate Statement	5	\$ 2.00	\$ 10.00
<b>CONTROLLED PAYMENT SERVICES</b>				
150120	Control Payments-Check Paid	2163	\$ 0.075	\$162.23
150310	Controlled Payment-Mismatches	1	\$ 2.00	\$ 2.00
150030	Controlled Payment-Mth Maint	3	\$ 60.00	\$180.00
400199	CPR Auto D/T To Bank/Tran	22	\$ 5.00	\$110.00
400199	CPR Auto D/T To Bank/Rcrd	2187	\$ 0.01	\$ 21.87
400199	CPR Auto D/T To Client/Tran	1	\$ 0.00	\$ 0.00
400199	CPR Auto D/T To Client/Rcrd	1	\$ 0.00	\$ 0.00
<b>ZERO BALANCE SERVICES</b>				
10020	ZBA Master Account	1	\$ 10.00	\$ 10.00
10021	ZBA Sub Account	4	\$ 5.00	\$ 20.00
<b>DISBURSEMENT IMAGE SERVICES*</b>				
151350	Check Image-CD Rom Mth Maint	1	\$ 32.00	\$ 32.00
151351	Check Image CD-Rom Item	2184	\$ .035	\$ 76.44
151350	Check Image-Addl CD Mth Maint	1	\$ 50.00	\$ 50.00



**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>WIRE TRANSFER SERVICES</b>			
350000	Wire Trsf Monthly Maint/Acct	2	
			\$ 5.00
			\$ 10.00
350200	W/T Out Rep/Semi (Oper Assist)	1	
			\$ 5.00
			\$ 5.00
350300	W/T Out Non-Rep (Oper Assist)	1	
			\$ 5.00
			\$ 5.00
350560	W/T Incoming	23	
			\$ 5.00
			\$115.00
350560	W/T Tracer/Reversal	1	
			\$ 20.00
			\$ 20.00
350320	Internal Wire Transfer Credit	1	
			\$ 2.50
			\$ 2.50
350530	Priority Processing-Account	1	
			\$ 50.00
			\$ 50.00
350525	Draw Down Request	21	
			\$ 5.00
			\$105.00
350100	W/T Out Rep (OTM PC Wire)	21	
			\$ 5.00
			\$ 5.00
350104	W/T Out Non-Rep (OTM PC Wire)	18	
			\$ 5.00
			\$ 90.00
350120	W/T Internal Rep (OTM PC Wire)	1	
			\$ 1.00
			\$ 1.00
<b>ACH SERVICES*</b>			
250302	ACH Return Item	3	
			\$ 3.00
			\$ 9.00
250632	Excessive C/A Rejects	1	
			\$ 20.00
			\$ 20.00
259999	Calendar Monitoring/Mo	1	
			\$ 20.00
			\$ 20.00
250799	ACH Fax/Page	64	
			\$ 1.00
			\$ 64.00
250629	ACH Deletions	1	
			\$ 10.00
			\$ 10.00
250649	ACH Reversals	1	
			\$ 10.00
			\$ 10.00
250000	ACH Collection Applic Maint	3	
			\$ 7.00
			\$ 21.00
250509	ACH Collection Applic Process	46	
			\$ 5.00
			\$230.00
250101	ACH Credits Orig	14986	
			\$ 0.04
			\$599.44
400199	ACH Auto D/T To Bank/ Tran	26	
			\$ 5.00
			\$130.00
400199	ACH Auto D/T To Bank/Rcld	12720	
			\$ 0.01
			\$127.20
<b>ACH FRAUD CONTROL SERVICES</b>			
251050	AFC Monthly Maint Account	3	
			\$ 0.00
			\$ 0.00
<b>ARP SERVICES</b>			
400199	ARP Auto D/T To Client/Tran	3	
			\$ 5.00
			\$ 15.00
400199	ARP Auto D/T To Client/Rcld	4097	
			\$ 0.01
			\$ 40.97
200020	Partial Recon-Base	2	
			\$ 50.00
			\$100.00

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>ONLINE TREASURY MANAGER*</b>				
400210	IR Maintenance Fee	1	\$ 50.00	\$ 50.00
400002	PD Module Fee/Per Month	1	\$ 10.00	\$ 10.00
400220	PD Acct Maint/Per Acct [1-10]	8	\$ 5.00	\$ 40.00
400221	PD Detail Per Item [1-2500]	432	\$ 0.025	\$ 10.80
400221	PD Detail Per Item [2501-7500]	1	\$ 0.025	\$ 0.025
400223	SD Module Fee/Per Month	1	\$ 10.00	\$ 10.00
400223	SD Acct Maint/Per Acct [1-10]	8	\$ 5.00	\$ 5.00
400005	SD Detail/Per Item [1-1500]	2340	\$ 0.025	\$ 58.50
400005	SD Detail/Per Item [1501-5000]	1	\$ 0.025	\$ 0.025
40000Z	Special Report Module	1	\$ 10.00	\$ 10.00
400005	ACH/Per Acct/Day	1	\$ 1.00	\$ 1.00
400005	CAR Report/Per Acct/Day	1	\$ 1.00	\$ 1.00
400005	CPR Special Report(s)	21	\$ 1.00	\$ 21.00
151719	Stop Module/Per Month	1	\$ 10.00	\$ 10.00
150410	Stop Payment/Per Stop	1	\$ 5.00	\$ 5.00
251100	ACH Module/Per Month	1	\$ 15.00	\$ 15.00
250102	Acct Transfer/Per Transfer	1	\$ 0.25	\$ 0.25
251100	Acct Transfer Module/Per Month	1	\$ 25.00	\$ 25.00
350600	Wire Module/Per Month	1	\$ 15.00	\$ 15.00
151351	Image Acct Maint/Per Acct	1	\$ 0.00	\$ 0.00
151351	Image/Per Retrieval [1-250]	5	\$ 2.50	\$ 12.50
250509	OTM ACH Co App Processed	2	\$ 5.00	\$ 10.00
250101	OTM ACH Credits Originated	3	\$ 0.04	\$ 0.12
250120	OTM ACH Addenda Originated	2	\$ 0.015	\$ 0.03
<b>EDI SERVICES</b>				
300221	EDI Translated Rpt-Faxed Page	19	\$ 1.00	\$ 19.00
300112	EDI Origination Per 1000 Char	433	\$ 0.50	\$216.50
300220	EDI Translated Rpt-per Item	19	\$ 1.00	\$ 19.00
300000	EDI Monthly Maintenance	1	\$100.00	\$100.00
400199	EDI Auto D/T To Bank/Trans	38	\$ 5.00	\$190.00
400199	EDI Auto D/T To Bank/Rcrd	7087	\$ 0.01	\$ 70.87

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

**INTERNATIONAL SERVICES**

350700	Intl W/T Out Non-Rep USD OTM	10	\$ 5.00	\$ 50.00
350700	Intl Outgoing Wire Transfer	7	\$ 10.00	\$ 70.00

**CASH VAULT SERVICES**

100154	Cash Vlt Monthly Maint 2-9 Location	1	\$ 35.00	\$ 35.00
100140	Cash Vault Man Order Proc	2	\$ 10.00	\$ 20.00
10014A	Currency Std Ord-Full Strap	1	\$ 0.30	\$ 0.30
100144	Rolled Coin Order/Roll	1	\$ 0.08	\$ 0.08
100148	Curr Std Order-Loose Curr	94	\$ 0.15	\$ 14.10

**TOTAL PROJECTED MONTHLY PRICE** **\$3,715.92**

**\*Changes in 2006 pricing configuration:**

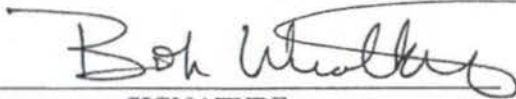
TMA Code	Services	Contractor's Projected Monthly Quantity	Price Per Unit	Total
<b>ACH SERVICES</b>				
250302	ACH Return Items	3	\$ 5.00	\$ 15.00
250632	Excessive C/A Rejects	1	\$ 20.00	\$ 20.00
259999	ACH Calendar Monitoring	1	\$ 20.00	\$ 20.00
250799	ACH Fax Page	64	\$ 1.00	\$ 64.00
250629	ACH Deletions-Item	1	\$ 10.00	\$ 10.00
252106	ACH Deletions Batch or File	1	\$ 6.00	\$ 6.00
250649	ACH Reversals-Item	1	\$ 10.00	\$ 10.00
254106	ACH Reversals Batch or File	1	\$ 6.00	\$ 6.00
250000	ACH Monthly Maintenance	3	\$ 10.00	\$ 30.00
250101	ACH File Trans Self Orig	46	\$ 10.00	\$ 460.00
250101	ACH Consumer PPD Credits Orig	14986	\$ 0.04	\$ 599.44
250601	Corp Credits Orig CCD, CCD+, CTX	0	\$ 0.04	\$ 0.00
<b>DISBURSEMENT IMAGE SERVICES</b>				
151350	Ck Image Extra Copy/Month	1	\$ 35.00	\$ 35.00
151353	CD Rom Image Service	1	\$ 30.00	\$ 30.00



151351	CD Rom Images Per Item	2184	\$ 0.0425	\$ 92.82
	<b>ONLINE TREASURY MANAGER</b>			
400210	Info Rptg Maint. Fee	1	\$ 50.00	\$ 50.00
400002	PD Service/Per Month	1	\$ 10.00	\$ 10.00
	PD Acct Maint/Per Acct	8	\$ 5.00	\$ 40.00
	PD Detail/Per Item [1-2500]	432	\$ 0.025	\$ 10.80
	PD Detail/Per Item [2501-7500]	1	\$ 0.025	\$ 0.025
400005	SD Service/Per Month	1	\$ 10.00	\$ 10.00
	SD Acct Maint/Per Acct	8	\$ 5.00	\$ 5.00
	SD Detail/Per Item [1-1500]	1500	\$ 0.025	\$ 37.50
	SD Detail/Per Item [1501-5000]	840	\$ 0.025	\$ 21.00
40000Z	Special Rpt Service/Per Month	1	\$ 10.00	\$ 10.00
400005	ACH-EDI Report/Per Day	1	\$ 1.00	\$ 1.00
400005	Car Report/Per Day	1	\$ 1.00	\$ 1.00
400005	CPR-Report(s)/Per Day	21	\$ 1.00	\$ 21.00
151710	Stop Service/Per Month	1	\$ 10.00	\$ 10.00
150410	Stop Payment/Per Stop	1	\$ 5.00	\$ 5.00
251100	ACH Service/Per Month	1	\$ 15.00	\$ 15.00
250102	Acct Transfer/Per Transfer	1	\$ 1.00	\$ 1.00
251100	Acct Trans Service/Per Month	1	\$ 0.00	\$ 0.00
350600	Wire Service/Per Month	1	\$ 15.00	\$ 15.00
151350	Image Acct Maint/Per Mo	1	\$ 0.00	\$ 0.00
	Image-Per Retrieval [1-50]	5	\$ 0.75	\$ 3.75
	Image-Per Retrieval [51+]	0	\$ 0.50	\$ 0.00
250509	OTM ACH Batch Processing	2	\$ 5.00	\$ 5.00
250101	OTM Consumer PPD Credits Orig	0	\$ 0.04	\$ 0.00
250120	OTM ACH Addenda Originated	2	\$ 0.0150	\$ 0.03
250101	OTM ACH Corp Credits Orig	3	\$ 0.04	\$ 0.12

Bob Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2006

DATE

CORPORATE SEAL

SOLICITATION NO. AGS-08  
OPTION

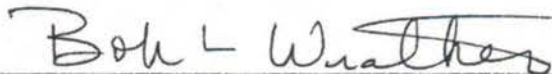
The Contractor shall have the option to purchase the services described below:

Option No.: 1  
Description: Map data to Contractor-designated file formats  
Total Price: \$ 150.00 per hour of service used  
Completion Date: To be completed within 60 calendar days from date of  
Option exercise

In the event the Contractor does not exercise the above option at the time of award of the Special Financial Institution Account Agreement for Use with the Payments-Cleared Financing Arrangement, or any other date mutually agreed to, the Financial Institution shall be relieved of its obligation to perform these services.

Bob L. Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2005

DATE

CORPORATE SEAL

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX G**

**PERFORMANCE EVALUATION AND MEASUREMENT PLAN**

Attached to this Appendix G is the current Performance Evaluation and Measurement Plan (PEMP) which has been approved by the Department of Energy.

**STANDARDS OF  
PERFORMANCE-BASED FEE**

**FY 2010**

**UT-BATTELLE  
PERFORMANCE EVALUATION  
AND MEASUREMENT PLAN**

**Management and Operation of the  
Oak Ridge National Laboratory**

**September 2009**

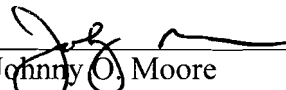
Approval Page



Thom Mason  
President and Chief Executive Officer  
UT-Battelle, LLC

10-21-09

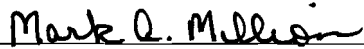
Date



Johnny O. Moore  
Assistant Manager for Science  
U.S. Department of Energy

10/27/09

Date



Mark A. Million  
Contracting Officer  
U.S. Department of Energy

10/26/09

Date

# Contents

<b>INTRODUCTION.....</b>	<b>6</b>
<b>I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (AS APPLICABLE) .....</b>	<b>7</b>
<b>II. PERFORMANCE GOALS, OBJECTIVES &amp; PERFORMANCE MEASURES .....</b>	<b>14</b>
<b>1.0 PROVIDE FOR EFFICIENT AND EFFECTIVE MISSION ACCOMPLISHMENT.....</b>	<b>15</b>
1.1 Science and Technology Results Provide Meaningful Impact on the Field.....	16
1.2 Provide Quality Leadership in Science and Technology .....	16
1.3 Provide and sustain Outputs that Advance Program Objectives & Goals.....	17
1.4 Provide for Effective Delivery of Products .....	18
Office of Science, Program Office Notable Outcomes.....	18
<b>2.0 PROVIDE FOR EFFICIENT AND EFFECTIVE DESIGN, FABRICATION, CONSTRUCTION AND OPERATIONS OF RESEARCH FACILITIES.....</b>	<b>23</b>
2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2) .....	23
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, Post CD-2 to CD-4).....	24
2.3 Provide Efficient and Effective Operation of Facilities .....	25
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community .....	26
Office of Science, Program Office Notable Outcomes.....	27
<b>3.0 PROVIDE EFFECTIVE AND EFFICIENT SCIENCE AND TECHNOLOGY PROGRAM MANAGEMENT .....</b>	<b>31</b>
3.1 Provide Effective and Efficient Stewardship of Scientific Capabilities and Program Vision .....	32
3.2 Provide Effective and Efficient Science and Technology Project/Program Planning and Management .....	32
3.3 Provide Efficient and Effective Communications and Responsiveness to Customer Needs .....	33
Office of Science, Program Office Notable Outcomes.....	34
<b>4.0 PROVIDE SOUND AND COMPETENT LEADERSHIP AND STEWARDSHIP OF THE LABORATORY .....</b>	<b>38</b>
4.1 Leadership and Stewardship of the Laboratory (Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out those Plans).....	38
4.2 Management and Operation of the Laboratory (Provide for Responsive and Accountable Leadership throughout the Organization) .....	38



4.3	Contractor Value-added (Provide Efficient and Effective Corporate Office Support as Appropriate).....	38
	Office of Science, Notable Outcomes.....	38
<b>5.0</b>	<b>SUSTAIN EXCELLENCE AND ENHANCE EFFECTIVENESS OF INTEGRATED SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION.....</b>	<b>40</b>
5.1	Provide a Work Environment that Protects Workers and the Environment.....	40
5.2	Provide Efficient and Effective Implementation of Integrated Safety, Health and Environment Management .....	40
5.3	Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention.....	40
	Office of Science, Notable Outcomes.....	40
<b>6.0</b>	<b>DELIVER EFFICIENT, EFFECTIVE, AND RESPONSIVE BUSINESS SYSTEMS AND RESOURCES THAT ENABLE THE SUCCESSFUL ACHIEVEMENT OF THE LABORATORY MISSION(S).....</b>	<b>42</b>
6.1	Provide an Efficient, Effective, and Responsive Financial Management System ...	42
6.2	Provide an Efficient, Effective, and Responsive Acquisition Management System	42
6.3	Provide an Efficient, Effective, and Responsive Property Management System ...	42
6.4	Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program .....	42
6.5	Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate.....	42
6.6	Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets .....	42
	Office of Science, Notable Outcomes.....	42
<b>7.0</b>	<b>SUSTAIN EXCELLENCE IN OPERATING, MAINTAINING, AND RENEWING THE FACILITY AND INFRASTRUCTURE PORTFOLIO TO MEET LABORATORY NEEDS.....</b>	<b>44</b>
7.1	Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs.....	44
7.2	Provide Planning for and Acquire the Facilities and Infrastructure Required to support the Continuation and Growth of Laboratory Missions and Programs.....	44
	Office of Science, Notable Outcomes.....	44
<b>8.0</b>	<b>SUSTAIN AND ENHANCE THE EFFECTIVENESS OF INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT (ISSM) AND EMERGENCY MANAGEMENT SYSTEMS.....</b>	<b>46</b>
8.1	Provide an Efficient and Effective Emergency Management System .....	46
8.2	Provide an Efficient and Effective System for Cyber-Security .....	46
8.3	Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, Classified Matter, and Property.....	46

8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information ..... 46  
Office of Science, Notable Outcomes ..... 46  
**ATTACHMENT I..... 48**

## **INTRODUCTION**

This document, the Performance Evaluation and Measurement Plan (PEMP), primarily serves as DOE's Quality Assurance/Surveillance Plan (QASP) for the evaluation of UT-Battelle, LLC (hereafter referred to as "the Contractor") performance regarding the management and operations of the Oak Ridge National Laboratory (hereafter referred to as "the Laboratory") for the evaluation period from October 1, 2009, through September 30, 2010. The performance evaluation provides a standard to determine whether the Contractor is managerially and operationally in control of the Laboratory and is meeting the mission requirement and performance expectations/objectives of the Department as stipulated within this contract.

This document also describes the distribution of the total available performance-based fee and the methodology for determining the amount of fee earned by the Contractor as stipulated within the clauses entitled, "Performance Fee," "Performance Expectations," and "Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts". The Total Available FY 2010 Fee is \$10,700,000 (Base Fee: \$0, Performance Fee: \$10,700,000). In partnership with the Contractor and other key customers, the Department of Energy (DOE) Headquarters (HQ) and the Site Office have defined the measurement basis that serves as the Contractor's performance-based evaluation and fee determination.

The Performance Goals (hereafter referred to as Goals), Performance Objectives (hereafter referred to as Objectives) and set of Notable Outcomes (Performance Measures/Targets) discussed herein were developed in accordance with contract expectations set forth within the contract. The Notable Outcomes for meeting the Objectives set forth within this plan have been developed in coordination with HQ program offices as appropriate. Except as otherwise provided for within the contract, the evaluation and fee determination will rest solely on the Contractor's performance within the Performance Goals and Objectives set forth within this plan.

The overall performance against each Objective of this performance plan, to include the evaluation of Notable Outcomes, shall be evaluated jointly by the appropriate HQ office, major customer and/or the Site Office as appropriate. This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific Notable Outcomes as well as all additional information available to the evaluating office. The Site Office shall work closely with each HQ program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

Section I provides information on how the performance rating (grade) for the Contractor, as well as how the performance-based incentives fee earned (if any) will be determined. As applicable, this Section also provides information on the award term eligibility requirements.

Section II provides the detailed information concerning each Goal, their corresponding Objectives, and Notable Outcomes identified, along with the weightings assigned to each Goal and Objective and a table for calculating the final grade for each Goal.

### **I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (as applicable)**

The FY 2010 Contractor performance grades for each Goal will be determined based on the weighted sum of the individual scores earned for each of the Objectives described within this document for Science and Technology and for Management and Operations. No overall rollup grade will be provided. The rollup of the performance of each Goal will then be utilized to determine the Contractor numerical grade for Science and Technology and Management and Operations (see Table A below). The total overall numerical grade derived for Science and Technology will be utilized to determine the amount of available fee that may be earned (see Table C). The overall numerical grade derived for Management and Operations will be utilized to determine the multiplier to be applied (see Table C) to the Science and Technology fee earned to determine the final amount of fee earned for FY 2010. Each Goal is composed of two or more weighted Objectives and each Objective has set definitions and/or Notable Outcomes, which are linked to an Objective or set of Objectives to assist the reviewer in determining the Contractor's overall performance in meeting an Objective(s). Where utilized, each of the Notable Outcomes highlight key aspects/areas of performance deserving special attention for the upcoming fiscal year and are utilized as a means of determining the Contractor's success in meeting the Objective along with other performance information available to the evaluating office from other sources to include, but not limited to, operational awareness (daily oversight) activities; "For Cause" reviews (if any); other outside agency reviews (OIG, GAO, DCAA, etc.), and the annual 2-week review (if needed). The following describes the methodology for determining the Contractor's grade for each Goal:

#### Performance Evaluation Methodology:

The purpose of this section is to establish a methodology to develop grading at the Objective Level. Each Objective within a Goal shall be assigned a grade and corresponding numerical grade by the evaluating office. Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the corresponding Objectives based on all performance information available to the evaluating office.

It is the DOE's expectation that the Contractor provides for and maintains management and operational (M&O) systems that efficiently and effectively support the current mission(s) of the Laboratory and assure the Laboratory's ability to deliver against DOE's future needs. In evaluating the Contractor's performance DOE shall assess the degree of effectiveness and performance in meeting each of the Objectives provided under each of the Goals. For the five M&O Goals DOE will rely on a combination of the information through the Contractor's own assurance systems, the ability of the Contractor to demonstrate the validity of this information, and DOE's own independent assessment of the Contractor's performance across the spectrum of its responsibilities. The latter might include, but is not limited to operational awareness (daily oversight) activities; formal assessments conducted; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.).

The mission of the Laboratory is to deliver the science and technology needed to support Departmental missions and other sponsor's needs. Operational performance at the Laboratory meets DOE's expectations (defined as the grade of B+) for each Objective if the Contractor is performing at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance that has, or has the potential to, 1) adversely impact the delivery of the current and/or future DOE/Laboratory mission(s), 2) adversely impact the DOE and or the Laboratory's reputation, or 3) does not provide the competent people, necessary facilities and robust systems necessary to ensure sustainable performance, shall be graded below expectations as defined in Figure I-1 below.

The Department sets our expectations high, and expects performance at that level to optimize the efficient and effective operation of the Laboratory. Thus, the Department does not expect routine Contractor performance above expectations against the M&O Goals (4.0 – 8.0). Performance that might merit grades above B+ would need to reflect a Contractor's unexpectedly strong improvement in a particular area, significant contributions to the management and operations at the system of Laboratories, or recognition by external, independent entities as exemplary performance.

This year, a set of Notable Outcomes have been identified under each Goal to highlight the Contractor key aspects/areas of performance deserving special attention for the upcoming fiscal year. Each Notable Outcome is linked to one or more Objectives, and failure to meet expectations against any Notable Outcome will result in a grade less than B+ for that Objective(s). Performance above expectations against a Notable Outcome will be considered in the context of the Contractor's entire performance with respect to the relevant Objective.

Definitions for the grading scale for the Goal 4.0 – 8.0 Objectives are provided in Figure I-1, below:

<b>Letter Grade</b>	<b>Numerical Grade</b>	<b>Definition</b>
A+	4.3-4.1	Significantly exceeds expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance is notable for its significant contributions to the management and operations across the SC system of laboratories, and/or has been recognized by external, independent entities as exemplary.
A	4.0-3.8	Notably exceeds expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance is notable for its contributions to the management and operations across the SC system of laboratories, and/or as been recognized by external, independent entities as exemplary.
A-	3.7-3.5	Exceeds expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s).
B+	3.4-3.1	Meets expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s). No performance has, or has the potential to, adversely impact 1) the delivery of the current and/or future DOE/Laboratory mission(s), 2) the DOE and/or the Laboratory's reputation, or does not 3) provide a sustainable performance platform.
B	3.0 -2.8	Just misses meeting expectations of performance against a few aspects of the Objective in question. In a few minor instances, the Contractor's systems function at a level that does not fully support the Laboratory's current and future science and technology mission, or provide a sustainable performance platform.
B-	2.7-2.5	Misses meeting expectations of performance against several aspects of the Objective in question. In several areas, the Contractor's systems function at a level that does not fully support the Laboratory's current and future science and technology mission, or provide a sustainable performance platform.
C+	2.4-2.1	Misses meeting expectations of performance against many aspects of the Objective in question. In several notable areas, the Contractor's systems function at a level that does not fully support the Laboratory's current and future science and technology mission or provide a sustainable performance platform, and/or have affected the reputation of the Laboratory or DOE.
C	2.0-1.8	Significantly misses meeting expectations of performance against many aspects of the Objective in question. In many notable areas, the Contractor's systems do not support the Laboratory's current and future science and technology mission, nor provide a sustainable performance platform and may affect the reputation of the Laboratory or DOE.
C-	1.7- 1.1	Significantly misses meeting expectations of performance against most aspects of the Objective in question. In many notable areas, the Contractor's systems

<b>Letter Grade</b>	<b>Numerical Grade</b>	<b>Definition</b>
		demonstrably hinder the Laboratory's ability to deliver on current and future science and technology mission, and have harmed the reputation of the Laboratory or DOE.
D	1.0-0.8	Most or all expectations of performance against the Objective in question are missed. Performance failures in this area have affected all parts of the Laboratory; DOE leadership engagement is required to deal with the situation and help the Contractor.
F	0.7-0	All expectations of performance against the Objective in question are missed. Performance failures in this area are not recoverable by the Contractor or DOE.

**Figure I-1. Letter Grade and Numerical Grade Definitions**

Calculating Individual Goal Scores and Letter Grades:

Each Objective is assigned the earned numerical grade by the evaluating office as stated above. The Goal rating is then computed by multiplying the numerical grade by the weight of each Objective within a Goal. These values are then added together to develop an overall numerical grade for each Goal. For the purpose of determining the final Goal grade, the raw numerical grade for each Goal will be rounded to the nearest tenth of a point utilizing the standard rounding convention discussed below and then compared to Table B. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation of Objective numerical grades to the Goal grade. Utilizing the raw numerical grade for each Goal within Table A, below, the grades for each of the Science and Technology (S&T) Goals and Management and Operations (M&O) Goals are then multiplied by the weight assigned and these are summed to provide an overall raw numerical grade for each.

As stated above the raw numerical grade from each calculation shall be carried through to the next stage of the calculation process. The raw numerical grade for Science and Technology and Management and Operations will be rounded to the nearest tenth of a point for purposes of determining fee as indicated in Table C. A standard rounding convention of x.44 and less rounds down to the nearest tenth (here, x.4), while x.45 and greater rounds up to the nearest tenth (here, x.50).

<b>S&amp;T Performance Goal</b>	<b>Numerical Grade</b>	<b>Letter Grade</b>	<b>Weight<sup>1</sup></b>	<b>Weighted Score</b>	<b>Total Score</b>
1.0 Mission Accomplishment			TBD%		
2.0 Construction and Operations of User Research Facilities and Equipment			TBD%		
3.0 Science and Technology Research Project/Program Management			TBD%		
<b>Total Score</b>					
<b>M&amp;O Performance Goal</b>	<b>Numerical Grade</b>	<b>Letter Grade</b>	<b>Weight</b>	<b>Weighted Score</b>	<b>Total Score</b>
4.0 Leadership and Stewardship of the Laboratory			20%		
5.0 Integrated Safety, Health, and Environmental Protection			25%		
6.0 Business Systems			20%		
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio			20%		
8.0 Integrated Safeguards and Security Management and Emergency Management Systems			15%		
<b>Total Score</b>					

**Table A. FY 2010 Contractor Evaluation Numerical Grade Calculation**

<b>Final Grade</b>	<b>A+</b>	<b>A</b>	<b>A-</b>	<b>B+</b>	<b>B</b>	<b>B-</b>	<b>C+</b>	<b>C</b>	<b>C-</b>	<b>D</b>	<b>F</b>
<b>Total Score</b>	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0

**Table B. FY 2010 Contractor Letter Grade Scale**

**Determining the Amount of Performance-Based Fee Earned:**

The percentage of the available performance-based fee that may be earned by the Contractor shall be determined based on the overall weighted numerical grade for the S&T Goals (see Table A. above) and then compared to Table C. below. The overall numerical grade of the M&O Goals from Table A above shall then be utilized to

<sup>1</sup> The weights to be utilized for determining the overall S&T score will be determined following the end of the performance period and will be based on actual Budget Authority for FY10.



numerical grade of the M&O Goals from Table A above shall then be utilized to determine the final fee multiplier (see Table C.), which shall be utilized to determine the overall amount of performance-based fee earned for FY 2010 as calculated within Table D.

<b>Overall Weighted Score from Table A.</b>	<b>Percent S&amp;T Fee Earned</b>	<b>M&amp;O Fee Multiplier</b>
4.3	100%	100%
4.2		
4.1		
4.0	97%	100%
3.9		
3.8		
3.7	94%	100%
3.6		
3.5		
3.4	91%	100%
3.3		
3.2		
3.1		
3.0	88%	95%
2.9		
2.8		
2.7	85%	90%
2.6		
2.5		
2.4	75%	85%
2.3		
2.2		
2.1		
2.0	50%	75%
1.9		
1.8		
1.7	0%	60%
1.6		
1.5		
1.4		
1.3		
1.2		
1.1		
1.0 to 0.8	0%	0%
0.7 to 0.0	0%	0%

**Table C. Performance-Based Fee Earned Scale**

<b>Overall Fee Determination</b>	
<b>Percent S&amp;T Fee Earned from Table C.</b>	
<b>M&amp;O Fee Multiplier from Table C.</b>	X
<b>Overall Earned Performance-Based Fee</b>	

**Table D. Final Percentage of Performance-Based Fee Earned Determination**

Adjustment to the Letter Grade and/or Performance-Based Fee Determination:

The lack of performance objectives and notable outcomes in this plan do not diminish the need to comply with minimum contractual requirements. Although the performance-based Goals and their corresponding Objectives shall be the primary means utilized in determining the Contractor’s performance grade and/or amount of performance-based fee earned, the Contracting Officer may unilaterally adjust the rating and/or reduce the otherwise earned fee based on the Contractor’s performance against all contract requirements as set forth in the Prime Contract. While reductions may be based on performance against any contract requirement, specific note should be made to contract clauses which address reduction of fee including, Performance Expectations, DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount, and DEAR 970.5215-3 - Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts. Data to support rating and/or fee adjustments may be derived from other sources to include, but not limited to, operational awareness (daily oversight) activities; “For Cause” reviews (if any); other outside agency reviews (OIG, GAO, DCAA, etc.), and the annual 2-week review (if needed).

The adjustment of a grade and/or reduction of otherwise earned fee will be determined by the severity of the performance failure and consideration of mitigating factors. DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts is the mechanism used for reduction of fee as it relates to performance failures related to safeguarding of classified information and to adequate protection of environment, health and safety. Its guidance can also serve as an example for reduction of fee in other areas.

The final Contractor performance-based grades for each Goal and fee earned determination will be contained within a year-end report, documenting the results from the DOE review. The report will identify areas where performance improvement is necessary and, if required, provide the basis for any performance-based rating and/or fee adjustments made from the otherwise earned rating/fee based on Performance Goal achievements.

## **II. PERFORMANCE GOALS, OBJECTIVES & PERFORMANCE MEASURES**

### **Background**

The current performance-based management approach to oversight within DOE has established a new culture within the Department with emphasis on the customer-supplier partnership between DOE and the laboratory contractors. It has also placed a greater focus on mission performance, best business practices, cost management, and improved contractor accountability. Under the performance-based management system the DOE provides clear direction to the laboratories and develops annual performance plans (such as this one) to assess the contractors performance in meeting that direction in accordance with contract requirements. The DOE policy for implementing performance-based management includes the following guiding principles:

- Performance objectives are established in partnership with affected organizations and are directly aligned to the DOE strategic goals;
- Resource decisions and budget requests are tied to results; and
- Results are used for management information, establishing accountability, and driving long-term improvements.

The performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on a set of Notable Outcomes, both objective and subjective, that are to focus primarily on end-results or impact and not on processes or activities. Notable Outcomes provide specific evidence of performance, and collectively, they provide the body of evidence that indicates performance relative to the corresponding Objectives. On occasion however, it may be necessary to include a process/activity-oriented measure when there is a need for the Contractor to develop a system or process that does not currently exist but will be of significant importance to the DOE and the Laboratory when completed or that lead to the desired outcome/result.

### **Performance Goals, Objectives, and Notable Outcomes**

The following sections describe the Performance Goals, their supporting Objectives, and associated Notable Outcomes for FY 2010.

## **1.0 Provide for Efficient and Effective Mission Accomplishment**

**The Contractor produces high-quality, original, and creative results that advance science and technology; demonstrates sustained scientific progress and impact; receives appropriate external recognition of accomplishments; and contributes to overall research and development goals of the Department and its customers.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Mission Accomplishment Goal measures the overall effectiveness and performance of the Contractor in delivering science and technology results which contribute to and enhance the DOE's mission of protecting our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge by supporting world-class, peer-reviewed scientific results, which are recognized by others.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Tables 1.1, 1.2, & 1.3). Weightings for each Customer listed below are preliminary, based upon FY 2010 Budget Authority figures, and are provided here for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2010.

- Office of Science (SC) (TBD%)
- Office of Defense Nuclear Nonproliferation (DNN) (TBD%)
- Department of Homeland Security (DHS) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Assistant Secretary for Fossil Energy (FE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)
- Nuclear Regulatory Commission (NRC) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 1.4 below). The overall score earned is then compared to Table 1.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose

not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of BA for FY10 as compared to the total BA for those remaining HQ Program Offices.

Objectives:

### **1.1 Science and Technology Results Provide Meaningful Impact on the Field**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- The impact of publications on the field;
- Publication in journals outside the field indicating broad impact;
- Impact on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Significant awards (R&D 100, FLC, Nobel Prizes, etc.);
- Invited talks, citations, making high-quality data available to the scientific community; and
- Development of tools and techniques that become standards or widely-used in the scientific community.

- A to** Changes the way the research community thinks about a particular field; resolves critical questions and thus moves research areas forward; results generate huge interest/enthusiasm in the field.
- A+** Changes the way the research community thinks about a particular field; resolves critical questions and thus moves research areas forward; results generate huge interest/enthusiasm in the field.
- B+** Impacts the community as expected. Strong peer review comments in all relevant areas.
- B** Not strong peer review comments in at least one significant research area.
- C** One research area just not working out. Peer review reveals that a program isn't going anywhere.
- D** Failure of multiple program elements.
- F** Gross scientific incompetence and/or scientific fraud.

### **1.2 Provide Quality Leadership in Science and Technology**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, Program Office reviews/oversight, etc.:

- Willingness to pursue novel approaches and/or demonstration of innovative solutions to problems;
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that the Contractor “guessed right” in that previous risky decisions proved to be correct and are paying off;
- The uniqueness and challenge of science pursued, recognition for doing the best work in the field;
- Extent of collaborative efforts, quality of the scientists attracted and maintained at the Laboratory;

- Staff members visible in leadership position in the scientific community; and
- Effectiveness in driving the direction and setting the priorities of the community in a research field.

<b>A to</b>	Laboratory staff lead Academy or equivalent panels; laboratory's work changes the direction of research fields; world-class scientists are attracted to the laboratory, lab is trend-setter in a field.
<b>A+</b>	
<b>B<sup>+</sup></b>	Strong research performer in most areas; staff asked to speak to Academy or equivalent panels to discuss further research directions; lab is center for high-quality research and attracts full cadre of researchers; some aspects of programs are world-class.
<b>B</b>	Strong research performer in many areas; staff asked to speak to Academy or equivalent panels to discuss further research directions; few aspects of programs are world-class.
<b>C</b>	Working on problems no longer at the forefront of science; stale research; evolutionary, not revolutionary.
<b>D</b>	Failure of multiple program elements.
<b>F</b>	Gross scientific incompetence and/or scientific fraud.

### 1.3 Provide and sustain Outputs that Advance Program Objectives & Goals

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measures through defined project products, progress reports, statements of work, program management plans, Program Office and/or other reviews/oversight, etc.:

- The quantity and quality of program/project (e.g., technical reports, policy papers, prototype demonstrations, tasks, etc.) output(s) be it policy, R&D, or implementation programs;
- The number of publications in peer-reviewed journals; and
- Demonstrated progress against peer-reviewed recommendations, headquarters guidance, etc.

<b>A to</b>	Program offices, clients, end-users, independent experts and/or peers laud work results; output(s) exceeds the amount and/or quality typically expected for an excellent body of work.
<b>A+</b>	
<b>B<sup>+</sup></b>	Program office, client, end-user, independent expert and/or peer reviews are universally positive; output(s) meet the amount and/or quality typically expected for the body of work; work demonstrates progress against review recommendations and/or headquarters guidance.
<b>B</b>	Program office, client, end-user, independent expert and/or peer reviews are largely positive, with only a few minor deficiencies and/or slightly negative responses noted; minor deficiencies and/or negative responses have little to no potential to adversely impact the overall program/project.
<b>C</b>	A number of outputs have not met the amount and/or quality typically expected for the body of work; program office, client, end-user, independent expert and/or peer reviews identify a number of deficiencies and although they may be somewhat offset by other positive performance, they have the potential to negatively impact the overall program/project if not corrected.
<b>D</b>	Most outputs have not met the amount and/or quality typically expected for the body of work; program office, client, end-user, independent expert and/or peer reviews identify significant deficiencies which have negatively impacted the overall program/project.
<b>F</b>	All outputs have not met the amount and/or quality typically expected for the body of work;

program office, client, end-user, independent expert and/or peer reviews identify significant deficiencies which have significantly impacted and/or damaged the overall program/project.

#### **1.4 Provide for Effective Delivery of Products**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measures through progress reports, peer-reviews; Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- Efficiency and effectiveness in meeting goals/milestones documented within FWPs and/or other such documents;
- Efficiency and effectiveness in delivering on promises and/or getting instruments to work as promised; and
- Efficiency and effectiveness in transmitting results to the community and/or responding to DOE or other customer guidance.

- A to A+** Program/project goals and/or milestones are met well ahead of schedule and/or well under budget; program/project and/or mission objective(s) are fully meet and results anticipate HQ guidance.
- B+** Program/project goals and/or milestones are primarily met on schedule and within budget; program/project and/or mission objective(s) are fully meet and are fully responsive to HQ guidance.
- B** Most program/project goals and/or milestones are met on schedule and within budget; overall program/project and/or mission objective(s) are meet; minor delays, overruns, and/or deficiencies are minimized and/or have little to no adverse impact the overall program/project.
- C** A number of and/or key program/project goals and/or milestones are not met within the scheduled timeframe(s) (e.g less than 6 months behind) and/or within the agreed upon budget (e.g., less than 15% over); overall program/project and/or mission objective(s) have not been met or have the potential to be missed; delays, overruns, and/or deficiencies are identified which have the potential to adversely impact the overall program/project is not corrected.
- D** Most of and/or key program/project goals and/or milestones are not met within the scheduled timeframe(s) (e.g more than 6 months behind) and/or within the agreed upon budget (e.g., less than 25% over); overall program/project and/or mission objective(s) have not been met or have the potential to be missed; sizeable delays, overruns, and/or deficiencies are identified which have negatively impacted the overall program/project.
- F** All and/or key program/project goals and/or milestones are not met within the scheduled timeframe(s) (e.g more than 9 months behind) and/or within the agreed upon budget (e.g., greater than 25% over); overall program/project and/or mission objective(s) have not been met; significant delays, overruns, and/or deficiencies are identified which have negatively impacted the overall program/project.

#### **Office of Science, Program Office Notable Outcomes**

- Not applicable to this Goal

<b>Science Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight<sup>2</sup></b>	<b>Weighted Score</b>	<b>Overall Score</b>
<b>Office of Advanced Scientific Research</b>					
1.1 Impact			40%		
1.2 Leadership			30%		
1.3 Output			15%		
1.4 Delivery			15%		
<b>Overall ASCR Total</b>					
<b>Office of Basic Energy Sciences</b>					
1.1 Impact			45%		
1.2 Leadership			30%		
1.3 Output			15%		
1.4 Delivery			10%		
<b>Overall BES Total</b>					
<b>Office of Biological and Environmental Research</b>					
1.1 Impact			30%		
1.2 Leadership			20%		
1.3 Output			20%		
1.4 Delivery			30%		
<b>Overall BER Total</b>					
<b>Office of Fusion Energy Sciences</b>					
1.1 Impact			30%		
1.2 Leadership			20%		
1.3 Output			25%		
1.4 Delivery			25%		
<b>Overall FES Total</b>					
<b>Office of Nuclear Physics</b>					
1.1 Impact			35%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			15%		
<b>Overall NP Total</b>					

<sup>2</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.



<b>Office of Workforce Development for Teachers and Scientists</b>					
1.1 Impact			25%		
1.2 Leadership			30%		
1.3 Output			30%		
1.4 Delivery			15%		
<b>Overall WDTS Total</b>					

**Table 1.1 – 1.0 SC Program Office Performance Goal Score Development**

<b>Science Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Funding Weight<sup>3</sup> (BA)</b>	<b>Weighted Score</b>	<b>Overall Weighted Score</b>
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Office of Workforce Development for Teachers and Scientists</b>			TBD%		
<b>Performance Goal 1.0 Total</b>					

**Table 1.2 – SC Program Office Overall Performance Goal Score Development**

<b>HQ Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight<sup>4</sup></b>	<b>Weighted Score</b>	<b>Overall Score</b>
<b>Office of Defense Nuclear Nonproliferation</b>					
1.1 Impact			40%		
1.2 Leadership			20%		
1.3 Output			20%		
1.4 Delivery			20%		
<b>Overall DNN Total</b>					

<sup>3</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY10.

<sup>4</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.

<b>Department of Homeland Security</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
<b>Overall DHS Total</b>					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
<b>Overall EERE Total</b>					
<b>Office of Fossil Energy</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
<b>Overall FE Total</b>					
<b>Office of Nuclear Energy, Science &amp; Technology</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
<b>Overall NE Total</b>					
<b>Office of Electricity and Energy Reliability</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
<b>Overall OE Total</b>					
<b>Nuclear Regulatory Commission</b>					
1.1 Impact			25%		
1.2 Leadership			25%		

1.3 Output			25%		
1.4 Delivery			25%		
Overall NRC Total					

**Table 1.3 – 1.0 Other Program Office & Customer Performance Goal Score Development**

<b>HQ Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Funding Weight<sup>5</sup> (BA)</b>	<b>Weighted Score</b>	<b>Overall Weighted Score</b>
Office of Science			TBD%		
Office of Defense Nuclear Nonproliferation			TBD%		
Department of Homeland Security			TBD%		
Office of Energy Efficiency and Renewable Energy			TBD%		
Office of Fossil Energy			TBD%		
Office Nuclear Energy			TBD%		
Office of Electricity and Energy Reliability			TBD%		
Nuclear Regulatory Commission			TBD%		
Performance Goal 1.0 Total					

**Table 1.4 – Overall Performance Goal Score Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 1.5 – Goal 1.0 Final Letter Grade**

<sup>5</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY10.

## **2.0 Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities**

**The Contractor provides effective and efficient strategic planning; fabrication, construction and/or operations of Laboratory research facilities; and are responsive to the user community.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities Goal shall measure the overall effectiveness and performance of the Contractor in planning for and delivering leading-edge specialty research and/or user facilities to ensure the required capabilities are present to meet today's and tomorrow's complex challenges. It also measures the Contractor's innovative operational and programmatic means for implementation of systems that ensures the availability, reliability, and efficiency of these facilities; and the appropriate balance between R&D and user support.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each SC Program Office is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 2.1). Final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2010.

- Office of Science (SC) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned to each of the objectives by the weightings identified for each and then summing them (see Table 2.1 below). The overall score earned is then compared to Table 2.2 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by SC.

### Objectives:

#### **2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2)**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by scientific/technical workshops developing pre-

conceptual R&D, progress reports, Lehman reviews, Program/Staff Office reviews/oversight, etc.:

- Effectiveness of planning of preconceptual R&D and design for life-cycle efficiency;
- Leverage of existing facilities at the site;
- Delivery of accurate and timely information needed to carry out the critical decision and budget formulation process.; and
- Ability to meet the intent of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets.

- A to A+** In addition to meeting all measures under B<sup>+</sup>, the laboratory is recognized by the research community as the leader for making the science case for the acquisition; Takes the initiative to demonstrate the potential for revolutionary scientific advancement. Identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing. Proposed approaches are widely regarded as innovative, novel, comprehensive, and potentially cost-effective. Reviews repeatedly confirm potential for scientific discovery in areas that support the Department's mission, and potential to change a discipline or research area's direction.
- B+** Provides the overall vision for the acquisition. Displays leadership and commitment to achieving the vision within preliminary estimates that are defensible and credible in terms of cost, schedule and performance; develops quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2). Solves problems and addresses issues. Keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis. Anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.
- B** Fails to meet expectations in one of the areas listed under B+.
- C** The laboratory team develops the required analyses and documentation in a timely manner. However, inputs are mundane and lack innovation and commitment to the vision of the acquisition.
- D** The potential exists for credible science and business cases to be made for the acquisition, but the laboratory fails to take advantage of the opportunity.
- F** Proposed approaches are based on fraudulent assumptions; the science case is weak to non-existent, the business case is seriously flawed.

## **2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, Post CD-2 to CD-4)**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, Lehman reviews, Program/Staff Office reviews/oversight, etc.:

- Adherence to DOE Order 413.3 Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components
- Effectiveness in meeting construction schedule and budget; and
- Quality of key staff overseeing the project(s).

- A to A+** Laboratory has identified and implemented practices that would allow the project scope to be increased if such were desirable, without impact on baseline cost or schedule; Laboratory

always provides exemplary project status reports on time to DOE and takes the initiative to communicate emerging problems or issues. There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline; Reviews identify environment, safety and health practices to be exemplary.

- B+** The project meets CD-2 performance measures; the laboratory provides sustained leadership and commitment to environment, safety and health; reviews regularly recognize the laboratory for being proactive in the management of the execution phase of the project; to a large extent, problems are identified and corrected by the laboratory with little, or no impact on scope, cost or schedule; DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.
- B** The project fails to meet expectations in one of the areas listed under B+.
- C** Reviews indicate project remains at risk of breaching its cost/schedule performance baseline; Laboratory commitment to environment, safety and health issues is adequate; Reports to DOE can vary in degree of completeness; Laboratory commitment to the project appears to be subsiding.
- D** Reviews indicate project is likely to breach its cost/schedule performance baseline; and/or Laboratory commitment to environment, safety and health issues is inadequate; reports to DOE are largely incomplete; laboratory commitment to the project has subsided.
- F** Laboratory falsifies data during project execution phase; shows disdain for executing the project within minimal standards for environment, safety or health, fails to keep DOE informed of project status; reviews regularly indicate that the project is expected to breach its cost/schedule performance baseline.

### **2.3 Provide Efficient and Effective Operation of Facilities**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, Program/Staff Office reviews/oversight, performance against benchmarks, Approved Financial Plans (AFPs), etc.:

- Availability, reliability, and efficiency of facility(ies);
  - Degree the facility is optimally arranged to support community;
  - Whether R&D is conducted to develop/expand the capabilities of the facility(ies);
  - Effectiveness in balancing resources between facility R&D and user support; and
  - Quality of the process used to allocate facility time to users.
- 
- A to A+** Performance of the facility exceeds expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, beam delivery, or luminosity, and this performance can be directly attributed to the efforts of the laboratory; and /or: the schedule and the costs associated with the ramp-up to steady state operations are less than planned and are acknowledged to be 'leadership caliber' by reviews; Data on ES&H continues to be exemplary and widely regarded as among the 'best in class'.
  - B+** Performance of the facility meets expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, beam delivery, or luminosity, and this performance can be directly attributed to the efforts of the laboratory; and /or: the schedule and the costs associated with the ramp-up to steady state operations occur as planned; Data on ES&H continues to be very good as compared with other projects in the DOE.
  - B** The project fails to meet expectations in one of the areas listed under B+.
  - C** Performance of the facility fails to meet expectations in several of the areas listed under B+; for example, the cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, beam delivery, or luminosity is

well below expectations. Facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, or acquisition operates at steady state, but the associated schedule and costs exceed planned values. Commitment to ES&H is satisfactory.

- D** Performance of the facility fails to meet expectations in many of the areas listed under B+; for example, the cost of operations is unexpectedly high and availability of the facility is unexpectedly low. Acquisition operates somewhat below steady state, on cost and on schedule, and the reliability performance is somewhat below planned values, or acquisition operates at steady state, but the schedule and costs associated exceed planned values. Commitment to ES&H is satisfactory.
- F** The facility fails to operate; acquisition operates well below steady state **and/or** the reliability of the performance is well below planned values.

## **2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, participation in international design teams, Program/Staff Office reviews/oversight, etc.:

- The facility is being used to perform influential science;
- Contractor's efforts to take full advantage of the facility to strengthen the Laboratory's research base;
- Conversely the facility is strengthened by a resident research community that pushes the envelope of what the facility can do and/or are among the scientific leaders of the community;
- Contractor's ability to appropriately balance access by internal and external user communities; and
- There is a healthy program of outreach to the scientific community.

- A to A+** Reviews document that multiple disciplines are using the facility in new and novel ways, that the facility is being used to pursue influential science, that full advantage has been taken of the facility to enhance external user access, and strengthen the laboratory's research base. A healthy outreach program is in place.
- B<sup>+</sup>** Reviews state strong and effective approach exists toward establishing a large external and internal user community; that the facility is being used for influential science; the laboratory is capitalizing on existence of facility to grow internal scientific capabilities. A healthy outreach program is in place.
- B** Reviews state that lab is establishing an external and internal user community, but laboratory is still not capitalizing fully on existence of the facility to grow internal capabilities and/or reach out to external users.
- C** Reviews state that the laboratory has made satisfactory use of the facility, but has not demonstrated much innovation.
- D** Few facility users, with none using it in novel ways; research base is very thin.
- F** Laboratory does not know how to operate/use its own facility adequately.

## Office of Science, Program Office Notable Outcomes

- FES: The US ITER Project Office is to contribute the management of the US contributions to ITER Project, including research, development and design of US ITER components as well as procurements of the long-lead items. It is also to continue to manage the financial and personnel contributions to the ITER organization in furtherance of the ITER construction project (Objective 2.1).
- ASCR: Effectively upgrade Leadership Computing resources with minimal impact on the user community (Objective 2.2).
- BER: Emphasis in FY 2010 should be on the timely completion of ARRA milestones for ARM Climate Research Facility (ACRF) (Objective 2.3).
- ASCR: Successfully manage the INCITE selection process to ensure effective use of the Leadership Computing Facility (Objective 2.4).
- BES: Provide management leadership and oversight to ensure the successful operation of SNS and HFIR as user facilities and to enhance the scientific impact of the facilities (Objective 2.4).

Science Program Office	Letter Grade	Numerical Score	Weight <sup>6</sup>	Weighted Score	Overall Score
<b>Office of Advanced Scientific Computing Research</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			10%		
2.3 Provide Efficient and Effective Operation of Facilities			70%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			10%		
<b>Overall ASCR Total</b>					
<b>Office of Basic Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			15%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			15%		
2.3 Provide Efficient and Effective Operation of Facilities			55%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			15%		

<sup>6</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.



<b>Overall BES Total</b>					
<b>Office of Biological and Environmental Research</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			90%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			10%		
<b>Overall BER Total</b>					
<b>Office of Fusion Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			100%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			0%		
<b>Overall FES Total</b>					
<b>Office of Nuclear Physics</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			85%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			15%		
<b>Overall NP Total</b>					

**Table 2.1 Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight <sup>7</sup> (BA)	Weighted Score	Overall Weighted Score
Office of Advanced Scientific Research			TBD%		
Office of Basic Energy Sciences			TBD%		
Office of Biological and Environmental Research			TBD%		
Office of Fusion Energy Sciences			TBD%		
Office of Nuclear Physics			TBD%		
Performance Goal 2.0 Total					

**Table 2.2 – SC Program Office Overall Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Weight <sup>8</sup>	Weighted Score	Overall Score
<b>Office of Nuclear Energy</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			100%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			0%		
<b>Overall NE Total</b>					
<b>Office of Electricity Delivery and Energy Reliability</b>					
2.1 Provide Effective Facility Design(s)			25%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			25%		
2.3 Provide Efficient and Effective Operation of Facilities			25%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			25%		

<sup>7</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY10.

<sup>8</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.

Overall OE Total					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			100%		
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community			0%		
<b>Overall EERE Total</b>					

**Table 2.3 Other Program Office & Customer Performance Goal Score Development**

<b>HQ Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>BA Weight</b>	<b>Weighted Score<sup>9</sup></b>	<b>Overall Weighted Score</b>
<b>Office of Science</b>			TBD		
<b>Office Nuclear Energy</b>			TBD		
<b>Office of Electricity Delivery and Energy Reliability</b>			TBD		
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>			TBD		
<b>Performance Goal 2.0 Total</b>					

**Table 2.4 Overall Performance Goal Score Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 2.5 – Goal 2.0 Final Letter Grade**

<sup>9</sup> Weightings for each Customer listed within Table 2.4 will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2010.

### **3.0 Provide Effective and Efficient Science and Technology Program Management**

**The Contractor provides effective program vision and leadership; strategic planning and development of initiatives; recruits and retains a quality scientific workforce; and provides outstanding research processes, which improve research productivity.**

The weight of this Goal is TBD%.

The Provide Effective and Efficient Science and Technology Program Management Goal shall measure the Contractor's overall management in executing S&T programs. Dimensions of program management covered include: 1) providing key competencies to support research programs to include key staffing requirements; 2) providing quality research plans that take into account technical risks, identify actions to mitigate risks; and 3) maintaining effective communications with customers to include providing quality responses to customer needs.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 3.1, 3.2, & 3.3). Weightings for each Customer listed below are preliminary, based upon FY 2010 Budget Authority figures, and are provided here for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2009 provided by the Program Offices listed below.

- Office of Science (SC) (TBD%)
- Office of Defense Nuclear Nonproliferation (DNN) (TBD%)
- Department of Homeland Security (DHS) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Assistant Secretary for Fossil Energy (FE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)
- Nuclear Regulatory Commission (NRC) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 3.4 below). The overall score earned is then compared to Table 3.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based

on their percentage of BA for FY 2010 as compared to the total BA for those remaining HQ Program Offices.

Objectives:

### **3.1 Provide Effective and Efficient Stewardship of Scientific Capabilities and Program Vision**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, existence and quality of strategic plans as determined by SC and scientific community review; Program Office reviews/oversight, etc.:

- Efficiency and Effectiveness of joint planning (e.g., workshops) with outside community;
- Articulation of scientific vision;
- Development of core competencies, ideas for new facilities and research programs; and
- Ability to attract and retain highly qualified staff.

- A to A+** Providing strong programmatic vision that extends past the laboratory and for which the lab is a recognized leader within SC and in the broader research communities; development and maintenance of outstanding core competencies, including achieving superior scientific excellence in both exploratory, high-risk research and research that is vital to the DOE/SC missions; attraction and retention of world-leading scientists; recognition within the community as a world leader in the field.
- B+** Coherent programmatic vision within the laboratory with input from and output to external research communities; development and maintenance of strong core competencies that are cognizant of the need for both high-risk research and stewardship for mission-critical research; attracting and retaining scientific staff who are very talented in all programs.
- B** Programmatic vision that is only partially coherent and not entirely well connected with external communities; development and maintenance of some, but not all core competencies with attention to, but not always the correct balance between, high-risk and mission-critical research; attraction and retention of scientific staff who talented in most programs.
- C** Failure to achieve a coherent programmatic vision with little or no connection with external communities; partial development and maintenance of core competencies (i.e., some are neglected) with imbalance between high-risk and mission-critical research; attracting only mediocre scientists while losing the most talented ones.
- D** Minimal attempt to achieve programmatic vision; little ability to develop any core competencies with a complete lack of high-risk research and ignorance of mission-critical areas; minimal success in attracting even reasonably talented scientists.
- F** No attempt made to achieve programmatic vision; no demonstrated ability to develop any core competencies with a complete lack of high-risk research and ignorance of mission-critical areas; failure to attract even reasonably talented scientists.

### **3.2 Provide Effective and Efficient Science and Technology Project/Program Planning and Management**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, existence and quality of strategic plans as determined by SC and scientific community review, Program Office and scientific community review/oversight, etc.:

- Quality of R&D and/or user facility strategic plans

- Adequacy in considering technical risks;
- Success in identifying/avoiding technical problems;
- Effectiveness in leveraging (synergy with) other areas of research; and
- Demonstration of willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).

- A to A+** Research plans are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; plans are robust against budget fluctuations – multiple contingencies planned for; new initiatives are proposed and funded through reallocation of resources from less effective programs; plans are updated regularly to reflect changing scientific and fiscal conditions; plans include ways to reduce risk, duration of programs.
- B+** Plans are reviewed by experts outside of lab management and/or include broadly-based input from within the laboratory; research plans exist for all program areas; plans are consistent with known budgets and well-aligned with DOE interests; work follows the plan.
- B** Research plans exist for all program areas; work follows the plan.
- C** Research plans exist for most program areas; work does not always follow the plan.
- D** Plans do not exist for a significant fraction of the lab’s program areas, or significant work is conducted outside those plans.
- F** No planning is done.

### 3.3 Provide Efficient and Effective Communications and Responsiveness to Customer Needs

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by Program Office reviews/oversight, etc.:

- The quality, accuracy and timeliness of response to customer requests for information;
- The extent to which the Contractor keeps the customer informed of both positive and negative events at the Laboratory so that the customer can deal effectively with both internal and external constituencies; and
- The ease of determining the appropriate contact (who is on-point for what).

- A to A+** Communication channels are well-defined and information is effectively conveyed; important or critical information is delivered in real-time; responses to HQ requests for information from laboratory representatives are prompt, thorough, correct and succinct; laboratory representatives *always* initiate a communication with HQ on emerging issues there are no surprises.
- B+** Good communication is valued by all staff throughout the contractor organization; responses to requests for information are thorough and are provided in a timely manner; the integrity of the information provided is never in doubt
- B** Evidence of good communications is noted throughout the contractor organization and responses to requests for information provide the minimum requirements to meet HQ needs; with the exception of a few minor instances HQ is alerted to emerging issues.
- C** Laboratory representatives recognize the value of sound communication with HQ to the mission of the laboratory. However, laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness; laboratory representatives do not take the initiative to alert HQ to emerging issues.
- D** Communications from the laboratory are well-intentioned but generally incompetent; the laboratory management does not understand the importance of effective communication and responsiveness to the mission of the laboratory.
- F** Contractor representatives are openly hostile and/or non-responsive – emails and phone

calls are consistently ignored; communications typically do not address the request; information provided can be incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.

### Office of Science, Program Office Notable Outcomes

- BER: Emphasis in FY 2010 should be on the timely completion of ARRA milestones for BESC (Objective 3.2)
- BES: Provide effective oversight of the management and initial operations of the Energy Frontier Research Centers: “Fluid Interface Reactions, Structures and Transport (FIRST) Center” and “Energy Frontier Center for defect Physics in Structural Materials (CDP)” (Objective 3.2).
- NP: Provide management leadership in restructuring the National Isotope Data Center (Objective 3.2).
- ASCR: Continue to emphasize OLCF branding (Objective 3.3).

Science Program Office	Letter Grade	Numerical Score	Weight <sup>10</sup>	Weighted Score	Overall Score
<b>Office of Advanced Scientific Research</b>					
3.1 Effective and Efficient Stewardship			30%		
3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			30%		
<b>Overall ASCR Total</b>					
<b>Office of Basic Energy Sciences</b>					
3.1 Effective and Efficient Stewardship			40%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			30%		
<b>Overall BES Total</b>					
<b>Office of Biological and Environmental Research</b>					
3.1 Effective and Efficient Stewardship			20%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			50%		
<b>Overall BER Total</b>					
<b>Office of Fusion Energy Sciences</b>					
3.1 Effective and Efficient Stewardship			35%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			35%		

<sup>10</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

Overall FES Total				
<b>Office of Nuclear Physics</b>				
3.1 Effective and Efficient Stewardship			40%	
3.2 Project/Program Planning and Management			35%	
3.3 Communications and Responsiveness			25%	
Overall NP Total				
<b>Office of Workforce Development for Teachers and Scientists</b>				
3.1 Effective and Efficient Stewardship			20%	
3.2 Project/Program Planning and Management			40%	
3.3 Communications and Responsiveness			40%	
Overall WDTS Total				

**Table 3.1 – 3.0 SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight <sup>11</sup> (BA)	Weighted Score	Overall Weighted Score
Office of Advanced Scientific Research			TBD%		
Office of Basic Energy Sciences			TBD%		
Office of Biological and Environmental Research			TBD%		
Office of Fusion Energy Sciences			TBD%		
Office of Nuclear Physics			TBD%		
Office of Workforce Development for Teachers and Scientists			TBD%		
Performance Goal 3.0 Total					

**Table 3.2 – SC Program Office Overall Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Weight <sup>12</sup>	Weighted Score	Overall Score
<b>Office of Defense Nuclear Nonproliferation</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		

<sup>11</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY10.

<sup>12</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.



3.3 Communications and Responsiveness			33%		
<b>Overall DNN Total</b>					
<b>Department of Homeland Security</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
<b>Overall DHS Total</b>					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
<b>Overall EERE Total</b>					
<b>Office of Fossil Energy</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
<b>Overall FE Total</b>					
<b>Office of Nuclear Energy</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
<b>Overall NE Total</b>					
<b>Office of Electricity and Energy Reliability</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
<b>Overall OE Total</b>					
<b>Nuclear Regulatory Commission</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		

3.3 Communications and Responsiveness			33%		
Overall NRC Total					

**Table 3.3 – 3.0 Other Program Office & Customer Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Funding Weight <sup>13</sup> (BA)	Weighted Score	Overall Weighted Score
Office of Science			TBD%		
Office of Defense Nuclear Nonproliferation			TBD%		
Department of Homeland Security			TBD%		
Office of Energy Efficiency and Renewable Energy			TBD%		
Office of Fossil Energy			TBD%		
Office Nuclear Energy			TBD%		
Office of Electricity and Energy Reliability			TBD%		
Performance Goal 3.0 Total					

**Table 3.4 – Overall Performance Goal Score Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 3.5 –Goal 3.0 Final Letter Grade**

<sup>13</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY10.

#### **4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory**

The weight of this Goal is 20%.

This Goal evaluates the Contractor's Leadership capabilities in leading the direction of the overall Laboratory, the responsiveness of the Contractor to issues and opportunities for continuous improvement, and corporate office involvement/commitment to the overall success of the Laboratory.

- 4.1 Leadership and Stewardship of the Laboratory (Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out those Plans)
- 4.2 Management and Operation of the Laboratory (Provide for Responsive and Accountable Leadership throughout the Organization)
- 4.3 Contractor Value-added (Provide Efficient and Effective Corporate Office Support as Appropriate)

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in overall Contractor Leadership's planning for, integration of, responsiveness to and support for the overall success of the Laboratory. This may include, but is not limited to, the quality of Laboratory Vision/Mission strategic planning documentation and progress in realizing the Laboratory vision/mission; the ability to establish and maintain long-term partnerships/relationships with the scientific and local communities as well as private industry that advance, expand, and benefit the ongoing Laboratory mission(s) and/or provide new opportunities/capabilities; implementation of a robust assurance system; Laboratory and Corporate Office Leadership's ability to instill responsibility and accountability down and through the entire organization; overall effectiveness of communications with DOE; understanding, management and allocation of the costs of doing business at the Laboratory commensurate with associated risks and benefits; utilization of corporate resources to establish joint appointments or other programs/projects/activities to strengthen the Laboratory; and advancing excellence in stakeholder relations to include good corporate citizenship within the local community.

#### **Office of Science, Notable Outcomes**

- Laboratory leadership will develop a strategic plan for the future scientific and technical activities of the laboratory, which aligns with Office of Science and Department goals, and a detailed strategy for executing the plan during the next 2-5 years (Objective 4.1).
- Laboratory leadership will develop a plan for future computing needs from within the currently available infrastructure and funding (Objective 4.1).
- Laboratory leadership will provide a strategy for its Work for Others (WFO) program; the WFO program should align with and support Office of Science, Department, and Laboratory goals. The strategy will specifically address the Laboratory's intentions with

respect to national security WFO and its place in the overall national security future of the Laboratory (Objective 4.1).

- Laboratory leadership will make significant progress in defining and implementing its contractor assurance system. It is expected that a collaborative and uniform approach to this issue among all contractors will be evident (Objective 4.2).
- The contractor will fill all key leadership positions at the laboratory in a timely manner (Objective 4.3).

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>4.0 Provide sound and Competent Leadership and Stewardship of the Laboratory</b>					
4.1 Leadership and Stewardship of the Laboratory (Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out those Plans)			33%		
4.2 Management and Operation of the Laboratory (Provide for Responsive and Accountable Leadership throughout the Organization)			33%		
4.3 Contractor Value-added (Provide Efficient and Effective Corporate Office Support as Appropriate)			34%		
<b>Performance Goal 4.0 Total</b>					

**Table 4.1 – Goal 4.0 Performance Rating Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 4.2 –Goal 4.0 Final Letter Grade**

## **5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection.**

The weight of this Goal is 25%.

This Goal evaluates the Contractor's overall success in deploying, implementing, and improving integrated ES&H systems that efficiently and effectively support the mission(s) of the Laboratory.

- 5.1 Provide a Work Environment that Protects Workers and the Environment
- 5.2 Provide Efficient and Effective Implementation of Integrated Safety, Health and Environment Management
- 5.3 Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in protecting workers, the public and the environment. This may include, but is not limited to, minimizing the occurrence of environment, safety and health (ESH) incidents; effectiveness of the Integrated Safety Management (ISM) system relative to the Core Functions and Guiding Principles of ISM and addresses efficiency with respect to the performance of the ISM program at the Laboratory; the effectiveness of work planning, feedback, and improvement processes; the strength of the safety culture throughout the Laboratory; the effective development, implementation and maintenance of an efficient and effective Environmental Management system covering cradle to grave Laboratory level management of waste, pollution prevention and regulatory compliance; and the effectiveness of responses to identified hazards and/or incidents.

### **Office of Science, Notable Outcomes**

- UT-Battelle will sustain a downward trend of, and severity of, recordable injuries through leadership in the management of a comprehensive safety program that emphasizes Human Performance Improvement, Management Observations, additional focus on employee-led safety teams, and extensive safety communication. [Objective 5.1]
- UT-Battelle will demonstrate effective radiological control of work activities by maintaining employee radiological doses as low as reasonably achievable (ALARA). [Objective 5.2]
- UT-Battelle will sustain an environmental management system that demonstrates continued commitment to compliance with environmental requirements, effective management of Laboratory waste streams, and demonstrates environmental sustainability and pollution prevention. [Objective 5.3]

<b>ELEMENT</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Objective Weight</b>	<b>Total Points</b>	<b>Total Points</b>
<b>5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection</b>					
5.1 Provide a Work Environment that Protects Workers and the Environment			45%		
5.2 Provide Efficient and Effective Implementation of Integrated Safety, Health and Environment Management			40%		
5.3 Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention			15%		
<b>Performance Goal 5.0 Total</b>					

**Table 5.1 – Goal 5.0 Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 5.2 –Goal 5.0 Final Letter Grade**

6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)

The weight of this Goal is 20%.

This Goal evaluates the Contractor's overall success in deploying, implementing, and improving integrated business systems that efficiently and effectively support the mission(s) of the Laboratory.

- 6.1 Provide an Efficient, Effective, and Responsive Financial Management System
- 6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System
- 6.3 Provide an Efficient, Effective, and Responsive Property Management System
- 6.4 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program
- 6.5 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate
- 6.6 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in the development, deployment and integration of foundational program (e.g., Quality, Financial Management, Acquisition Management, Requirements Management, and Human Resource Management) systems across the Laboratory. This may include, but is not limited to, minimizing the occurrence of management systems support issues; quality of work products; continual improvement and improvement driven by the results of audits, reviews, and other performance information; the integration of system performance metrics and trends; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; benchmarking and performance trending analysis. The DOE evaluator(s) shall also consider the stewardship of the pipeline of innovations and resulting intellectual assets at the Laboratory along with impacts and returns created/generated as a result of technology transfer and intellectual asset deployment activities.

**Office of Science, Notable Outcomes**

- UT-Battelle will demonstrate that it is providing efficient systems and processes that facilitate R&D activities and provide accurate and timely financial reporting to DOE and are compliant with DOE accounting requirements. [Objective 6.1]
- UT-Battelle will demonstrate that it is providing an effective management system to accurately track, monitor, and report on ARRA funds as determined through external and internal audits. [Objective 6.1]
- UT-Battelle will demonstrate that it is providing effective acquisition/ contract management system by meeting or exceeding 90% of the DOE Balanced Scorecard goals. [Objective 6.2]

- UT-Battelle will demonstrate that it is providing effective property management system by meeting or exceeding 90% of the DOE Balanced Scorecard goals. [Objective 6.3]
- UT-Battelle will demonstrate an efficient, effective, and responsive human resources management system that is compliant with laws and regulations, facilitates cooperative labor-management relationships, provides effective talent recruitment and retention and includes a competitive total rewards system. [Objective 6.4]
- UT-Battelle will demonstrate a quality program deployment strategy that is based on appropriate consensus standards and contributes to scientific excellence, research integrity, and continuous improvement. [Objective 6.5]

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>					
6.1 Provide an Efficient, Effective, and Responsive Financial Management System (20%)			20%		
6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System (15%)			15%		
6.3 Provide an Efficient, Effective, and Responsive Property Management System (10%)			10%		
6.4 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program (15%)			15%		
6.5 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate (30%)			30%		
6.6 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets			10%		
<b>Performance Goal 6.0 Total</b>					

**Table 6.1 – Goal 6.0 Performance Rating Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 6.2 –Goal 6.0 Final Letter Grade**



## 7.0 - Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs.

The weight of this Goal is 20%.

This Goal evaluates the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet today's and tomorrow's mission(s) and complex challenges.

- 7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs
- 7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support the Continuation and Growth of Laboratory Missions and Programs

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in facility and infrastructure programs. This may include, but is not limited to, the management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness; effective facility utilization, maintenance and budget execution; day-to-day management and utilization of space in the active portfolio; maintenance and renewal of building systems, structures and components associated with the Laboratory's facility and land assets; management of energy use and conservation practices; the integration and alignment of the Laboratory's comprehensive strategic plan with capabilities; facility planning, forecasting, and acquisition; the delivery of accurate and timely information required to carry out the critical decision and budget formulation process; quality of site and facility planning documents; and Cost and Schedule Performance Index performance for construction projects.

### **Office of Science, Notable Outcomes**

The ORNL Laboratory Business Plan, "*Department of Energy Laboratory Plan for the Office of Science's Oak Ridge National Laboratory*", (April 2009), establishes the facility and infrastructure gaps requiring attention to ensure ORNL scientific core capabilities are enabled. As identified through this plan, the following FY10 targets are critical outcomes required for success of ORNL core capabilities:

- **IGPP**
  - UT-Battelle will ensure basic facility and infrastructure needs are met through funding an aggressive IGPP program completing the projects on schedule and within cost as identified in the annual Site Office agreed upon baseline. [Objective 7.1]
- **Energy Savings Performance Contract**
  - UT-Battelle will provide sufficient support to the ORNL ESPC work such that the ESPC contractor's schedule is achieved. [Objective 7.1]

- **ORNL Site Project Integration**  
UT-Battelle will provide a project integration function that ensures mission accomplishment, safety, program continuity, and emergency management. This function will provide an effective interface between multiple funding sources and multiple operating contractors. [Objective 7.1]
- **Leadership Computing**
  - UT-Battelle will identify critical scope, allocate resources and provide infrastructure to support the next supercomputing initiative (beyond 2 petaflops). [Objective 7.2]
- **Laboratory Infrastructure Initiatives**  
UT-Battelle will prepare Conceptual Design reports, obtain CD-0 approval and complete CD-1 preparation (as appropriate) for:
  - a new laboratory/high bay facility that will enable translation of science to applied technology. [Objective 7.2]
  - modernization of DOE-owned utility systems that are beyond design life and experiencing an increasing number of failures. [Objective 7.2]
- **Modernization of Laboratory Facilities (MLF)**
  - UT-Battelle will continue construction scope on schedule and within cost (as identified within the project execution plan) for this SLI and ARRA funded project to replace chemistry labs. [Objective 7.2]

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>7.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection</b>					
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs			50%		
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support the Continuation and Growth of Laboratory Missions and Programs			50%		
<b>Performance Goal 7.0 Total</b>					

Table 7.1 – Goal 7.0 Performance Rating Development

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

Table 7.2 –Goal 7.0 Final Letter Grade

## **8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security management (ISSM) and Emergency Management Systems.**

The weight of this Goal is 15%.

This Goal evaluates the Contractor's overall success in safeguarding and securing Laboratory assets that supports the mission(s) of the Laboratory in an efficient and effective manner and provides an effective emergency management program.

- 8.1 Provide an Efficient and Effective Emergency Management System
- 8.2 Provide an Efficient and Effective System for Cyber-Security
- 8.3 Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, Classified Matter, and Property
- 8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in the safeguards and security, cyber security and emergency management program systems. This may include, but is not limited to, the commitment of leadership to strong safeguards and security, cyber security and emergency management systems; the integration of these systems into the culture of the Laboratory; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; maintenance and the appropriate utilization of Safeguards, Security, and Cyber risk identification, prevention, and control processes/activities; and the prevention and management controls and prompt reporting and mitigation of events as necessary.

### **Office of Science, Notable Outcomes**

- UT-Battelle will conduct a successful annual site exercise that demonstrates a comprehensive emergency response system. [Objective 8.1]
- UT-Battelle will complete the certification and accreditation processes required to renew ORNL's Approval To Operate (ATO) the ORNL Unclassified network. [Objective 8.2]
- Maintain/improve a facility security program as evidenced by satisfactory performance on internal and external reviews. [Objective 8.3]
- UT-Battelle will complete a self-assessment of the CI Program to the DOE CI Assessment Management Plan that demonstrates a satisfactorily functioning program; and, meet acceptable CI reporting requirements. [Objective 8.4]

<b>ELEMENT</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Objective Weight</b>	<b>Total Points</b>	<b>Total Points</b>
<b>8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security management (ISSM) and Emergency Management Systems.</b>					
8.1 Provide an Efficient and Effective Emergency Management System			15%		
8.2 Provide an Efficient and Effective System for Cyber-Security			25%		
8.3 Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, Classified Matter, and Property			30%		
8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information			30%		
<b>Performance Goal 7.0 Total</b>					

**Table 8.1 – Goal 8.0 Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 8.2 –Goal 8.0 Final Letter Grade**

**Attachment I**  
**Program Office Goal & Objective Weightings**  
**Office of Science**

		<b>ASCR</b>	<b>BER</b>	<b>BES</b>	<b>FES</b>	<b>NP</b>	<b>WPD</b>
		<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>
<b>Goal 1.0 Mission Accomplishment</b>							
	<b>Goal's weight</b>	<b>40</b>	<b>65</b>	<b>30</b>	<b>20</b>	<b>40</b>	<b>65</b>
1.1 Impact (significance)		40	30	45	30	35	25
1.2 Leadership (recognition of S&T accomplishments)		30	20	30	20	25	30
1.3 Output (productivity) (pass/fail)		15	20	15	25	25	30
1.4 Delivery (pass/fail)		15	30	10	25	15	15
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>							
	<b>Goal's weight</b>	<b>40</b>	<b>10</b>	<b>50</b>	<b>50</b>	<b>40</b>	<b>0</b>
2.1 Design of Facility (the initiation phase and the definition phase, i.e., activities leading up to CD-2)		10	0	15	100	0	0
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)		10	0	15	0	0	0
2.3 Operation of Facility		70	90	55	0	85	0
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community		10	10	15	0	15	0
<b>Goal 3.0 Program Management</b>							
	<b>Goal's weight</b>	<b>20</b>	<b>25</b>	<b>20</b>	<b>30</b>	<b>20</b>	<b>35</b>
3.1 Stewardship of Scientific Capabilities and Programmatic Vision		30	20	40	35	40	20
3.2 Program Planning and Management		40	30	30	30	35	40
3.3 Program Management-Communication & Responsiveness (to HQ)		30	50	30	35	25	40

**Attachment I**  
**Program Office Goal & Objective Weightings<sup>14</sup>**  
**All Other Customers**

	DNN	DHS	EERE	FE	NE	OE	NRC
	Weight	Weight	Weight	Weight	Weight	Weight	Weight
<b>Goal 1.0 Mission Accomplishment</b>							
<b>Goal's weight</b>	<b>50</b>	<b>50</b>	<b>34</b>	<b>50</b>	<b>45</b>	<b>34</b>	<b>50</b>
1.1 Impact (significance)	40	25	25	25	25	25	25
1.2 Leadership (recognition of S&T accomplishments)	20	25	25	25	25	25	25
1.3 Output (productivity) (pass/fail)	20	25	25	25	25	25	25
1.4 Delivery (pass/fail)	20	25	25	25	25	25	25
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>							
<b>Goal's weight</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>10</b>	<b>33</b>	<b>0</b>
2.1 Design of Facility (the initiation phase and the definition phase, i.e., activities leading up to CD-2)	0	0	0	0	0	25	0
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)	0	0	0	0	0	25	0
2.3 Operation of Facility	0	0	100	0	100	25	0
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community	0	0	0	0	0	25	0
<b>Goal 3.0 Program Management</b>							
<b>Goal's weight</b>	<b>50</b>	<b>50</b>	<b>33</b>	<b>50</b>	<b>45</b>	<b>33</b>	<b>50</b>
3.1 Stewardship of Scientific Capabilities and Programmatic Vision	34	34	34	34	34	34	34
3.2 Program Planning and Management	33	33	33	33	33	33	33
3.3 Program Management-Communication & Responsiveness (to HQ)	33	33	33	33	33	33	33

<sup>14</sup> Goal and Objective weightings have been set by the ORO and are preliminary. Final Goal and Objective weightings will be incorporated, as appropriate, once they are determined by each HQ Program Office and provided to the ORO. Should a HQ Program Office fail to provide final Goal and Objective weightings before the end of the first quarter FY 2010, the preliminary weightings provided shall become final.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX H**

**ANNEX OF INFORMATION AND INTELLECTUAL PROPERTY**

Annex on Information and Intellectual Property

*Article 1*

Subject Matter and Definitions

- 1.1 This Annex covers the dissemination, exchange, use and protection of information and intellectual property pertaining to protectable subject matter, in the execution of this Agreement. Unless otherwise provided, the terms used in this Annex shall have the same meaning as in this Agreement.
- 1.2 **Information** shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in paragraph 1.3 below.
- 1.3 **Intellectual Property** shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. For the purposes of this Annex, Intellectual Property may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and
- a) have been held in confidence by their owner,
  - b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents,
  - c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
  - d) are not available to the receiving party without an obligation concerning confidentiality.
- 1.4 **Background Intellectual Property** shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of this Agreement, or outside of the scope of this Agreement.
- 1.5 **Generated Intellectual Property** shall mean Intellectual Property that is generated or acquired with full ownership by a Member, acting through a Domestic Agency or Entity, or by the ITER Organization or jointly pursuant to and in the course of the performance of this Agreement.
- 1.6 **Improvements** shall mean any technological advancement to existing Intellectual Property, including derivative works.
- 1.7 **Entity or Entities** shall mean any entity with which a Domestic Agency or the ITER Organization has entered into a contract for the supply of goods or services for the purposes of this Agreement.

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*Article 2*

General Provisions

- 2.1. Subject to the provisions of this Annex, the Members support the widest possible dissemination of Generated Intellectual Property.
- 2.2. Each Member shall ensure that the other Members and the ITER Organization can obtain the rights to Intellectual Property allocated in accordance with this Annex. Contracts placed by each Member or the ITER Organization with any Entity shall be consistent with the provisions of this Annex. In particular, appropriate public procurement procedures must be followed by all Members and the ITER Organization in order to ensure compliance with this Annex.

The ITER Organization shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member and the ITER Organization shall ensure access for the ITER Organization and the other Members to inventions and other Intellectual Property generated or incorporated in the execution of the contracts provided that inventors' rights are respected, in conformity with this Annex.

- 2.3. This Annex does not alter or prejudice the allocation of rights between a Member and its nationals. Whether the rights concerning Intellectual Property shall be held by a Member or its nationals shall be determined as between themselves in accordance with their applicable laws and regulations.
- 2.4. If a Member generates or acquires full ownership of Intellectual Property in the course of the execution of this Agreement, the Member shall notify all other Members and the ITER Organization in a timely manner and provide details of such Intellectual Property.

*Article 3*

Dissemination of Information and Scientific Publications whether or not Copyrighted

Each Member shall be entitled, for non commercial uses, to translate, reproduce, and publicly distribute Information directly arising from the execution of this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

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Article 4

Intellectual Property Generated or Incorporated by a Member, a Domestic Agency or Entity

4.1. Generated Intellectual Property:

4.1.1 If protectable subject matter is generated by a Member, a Domestic Agency or Entity in the course of the execution of this Agreement, the Member, the Domestic Agency or Entity shall be entitled to acquire all rights, title and interest in all countries in and to such intellectual property according to applicable laws and regulations.

4.1.2 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Generated Intellectual Property to other Members and the ITER Organization, with the right of the ITER Organization to sub-license, and the right of the other Members to sub-license within their respective territory, for the purposes of publicly sponsored fusion research and development programmes.

4.1.3 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall make available on an equal and non-discriminatory basis a non-exclusive license to such Generated Intellectual Property to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which such Member licenses such Generated Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.1.4 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property pursuant to this Agreement is encouraged to enter into commercial arrangements with the other Members, Domestic Agencies, Entities and third parties in order to allow use of Generated Intellectual Property in fields other than fusion.

4.1.5 Members, and their Domestic Agencies or Entities, that license or sub-license Generated or Background Intellectual Property pursuant to this Annex, will maintain records of any such licensing, which records will be available to other Members, such as through the ITER Organization.

4.2. Background Intellectual Property:

4.2.1. Background Intellectual Property shall remain the property of the party that owns this intellectual property.

4.2.2. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items provided to the ITER Organization which Background Intellectual Property is required:



- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement,

shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Background Intellectual Property to other Members and to the ITER Organization, with the right of the ITER Organization to sub-license and the right of Members to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programmes.

4.2.3. (a) Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item,
- when decided necessary by the Council, in advance of any public procurement, or
- for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that the ITER Organization has an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the ITER facilities.

(b) When confidential information is made available to the ITER Organization, it must be clearly marked so, and transmitted pursuant to an arrangement for confidentiality. The recipient of such information shall use it only for purposes set forth in 4.2.3 (a) and shall preserve its confidentiality to the extent provided in that arrangement. Compensation for damages arising from the misuse of such background confidential information by the ITER Organization shall be paid by the ITER Organization.

4.2.4. Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information such as know how or trade secrets into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or

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- when decided necessary by the Council, in advance of any public procurement,

shall use its best efforts to either grant a commercial license to such background confidential information or supply the same items incorporating the background confidential information to the receiving party by means of private contracts with financial compensation for publicly sponsored fusion research and development programmes of a Member on terms no less favorable than the basis upon which such Member licenses such background confidential information or supplies the same items to third parties within or outside such Member's own territory. As long as such terms have been offered, such license or supply of such item shall not be denied. The license, if granted, may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.5. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, including background confidential information, in the execution of this Agreement shall use its best efforts to make sure that the component incorporating the Background Intellectual Property is available on reasonable terms and conditions, or use its best efforts to grant on an equal and non-discriminatory basis a non-exclusive license to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory, on terms no less favorable than the basis upon which such Member licenses such Background Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.6. Any Member, acting through a Domestic Agency or Entity, is encouraged to make available for commercial purposes other than those set out in article 4.2.5. to the other Members, any Background Intellectual Property incorporated into the items provided to the ITER Organization which Background Intellectual Property was required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement.

Such Background Intellectual Property, if licensed by the owners to the Members, shall be licensed on an equal and non-discriminatory basis.

4.3. Licensing to Third Parties of Non-Members:

Any license on Generated Intellectual Property granted by the Members to third parties of non-Members shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

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Article 5

Intellectual Property Generated or Incorporated by the ITER Organization

5.1 Generated Intellectual Property:

5.1.1 Where intellectual property is generated by the ITER Organization, in the course of the execution of this Agreement, it shall be owned by the ITER Organization. The ITER Organization shall develop appropriate procedures for the recording, reporting and protection of the Intellectual Property.

5.1.2 Such intellectual property shall be licensed by the ITER Organization to the Members on an equal, non-discriminatory, irrevocable, non-exclusive, royalty-free basis, with the right of the Members to sub-license within their territory for the purpose of fusion research and development.

5.1.3 Generated Intellectual Property that has been developed or acquired by the ITER Organization in the course of the execution of this Agreement shall be licensed to the Members on an equal, non-discriminatory, non-exclusive basis for commercial use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Generated Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2 Background Intellectual Property:

5.2.1. Provided that it has the pertinent rights, when the ITER Organization incorporates Background Intellectual Property which is required:

- to construct operate, use or integrate technology for research and development in relation to the ITER facilities,
- to create improvements and derivative works,
- to repair and maintain the ITER facilities, or
- when decided necessary by the Council, in advance of any public procurement,

the ITER Organization shall make the necessary arrangements in order to sub-license that Background Intellectual Property on an equal and non-discriminatory basis by an irrevocable, non-exclusive, royalty-free license to the Members, with the right of the Members to sub-license within their respective territory for the purpose of fusion research and development. The ITER Organization shall make its best efforts to acquire the pertinent rights.

5.2.2. For Background Intellectual Property, including background confidential information, incorporated by the ITER Organization in the course of the execution of this Agreement, the ITER Organization shall use its best efforts to make available on an equal and non-discriminatory basis a non-exclusive license to the Members for commercial fusion use, with the right to sub-license for such use by such Members'

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own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Background Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2.3. The ITER Organization shall use its best efforts to make available to the Members any Background Intellectual Property, including background confidential information, for purposes other than those set out in article 5.2.2. Such Background Intellectual Property, if licensed by the ITER Organization to the Members, shall be licensed on an equal and non-discriminatory basis.

5.3 Licensing to third parties of a non-Member:

Any license granted by the ITER Organization to third parties of a non-Member shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

#### Article 6

##### Intellectual Property Generated by the ITER Organization's Staff and other Researchers

- 6.1. Intellectual Property generated by directly employed and seconded staff of the ITER Organization shall be owned by the ITER Organization and treated in corresponding employment contracts or regulations consistent with the provisions set out herein.
- 6.2. Intellectual Property generated by visiting researchers who are participating in the activities of the ITER Organization through an arrangement with the ITER Organization for undertaking specific activities and who are directly involved in general programmes of the ITER Organization exploitation, shall be owned by the ITER Organization unless otherwise agreed by the Council.
- 6.3. Intellectual Property generated by visiting researchers not involved in general programmes of the ITER Organization exploitation shall be subject to an arrangement with the ITER Organization pursuant to conditions established by the Council.

#### Article 7

##### Protection of Intellectual Property

- 7.1. When a Member acquires or seeks protection for Generated Intellectual Property developed or acquired by that Member, such Member shall notify in a timely manner and provide details of such protection to all other Members and to the ITER Organization. If a Member decides not to exercise its right to seek protection for Generated Intellectual Property in any country or region, it shall notify the ITER Organization in a timely manner of its decision, and the ITER Organization may then seek to obtain such protection either directly or via the Members.

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- 7.2. For Generated Intellectual Property developed or acquired by the ITER Organization, the Council shall adopt, as soon as practicable, appropriate procedures for the reporting, protection and recording of such Intellectual Property for example through the creation of a database to which the Members may have access.
- 7.3. In the event of a joint creation, the participating Members and/or the ITER Organization shall have the right to seek to obtain in co-ownership Intellectual Property in any State they choose.
- 7.4. There shall be co-ownership of Intellectual Property when created by two or more Members or by one or more Members together with the ITER Organization and when the features of such intellectual property are not capable of being separated for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right. In such a case the joint creators shall agree among themselves by means of a co-ownership arrangement on the allocation of and the terms of exercising the ownership of the said Intellectual Property.

#### *Article 8*

##### Decommissioning

- 8.1. For the decommissioning phase after the transfer of the facilities to the Host State, the Host Party shall provide to the other Members all relevant information, whether published or not, generated or used during the decommissioning of the ITER facilities.
- 8.2. Intellectual Property generated by the Host State during the decommissioning phase shall not be affected by this Annex.

#### *Article 9*

##### Termination and Withdrawal

- 9.1. The Council shall, as necessary, address any issues relating to the termination of this Agreement or the withdrawal of a Party in so far as they relate to Intellectual Property, that are not fully addressed in this Agreement.
- 9.2. The Intellectual Property rights conferred and obligations imposed upon the Members and the ITER Organization by the provisions of this Annex, in particular all granted licenses, shall subsist after the termination of this Agreement, or after the withdrawal of a Party.

#### *Article 10*

##### Royalties

Royalties received from the licensing of Intellectual Property by the ITER Organization shall be a resource of the ITER Organization.

*Article 11*

Settlement of Disputes

Any dispute arising out of or in connection with this Annex shall be settled in accordance with Article 25 of this Agreement.

*Article 12*

Awards to Inventors

The Council shall determine appropriate terms and conditions for the remuneration of the Staff when such Staff generates Intellectual Property.

*Article 13*

Liability

When negotiating license arrangements, the ITER Organization and the Members shall, as appropriate, include suitable provisions governing their respective liabilities, rights and obligations arising from the execution of those license arrangements.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX I**

**INTELLECTUAL PROPERTY MANAGEMENT PLAN**

In accordance with paragraph (a)(3) of the Section H clause entitled “Intellectual Property-BioEnergy Science Center”, attached is the Intellectual Property Management Plan which has been approved by the Department of Energy.

# BioEnergy Science Center IP Management Plan

## 1. Introduction

The principal goals of this intellectual property management plan for the BioEnergy Science Center (BESC) include:

- Broad and rapid dissemination of information among the BESC team members to maximize productivity and progress;
- Timely and equitable distribution of the new technology to researchers in relevant fields including, but not necessarily limited to biofuels development; and
- Effective, coordinated commercialization of technologies through formation of promising start-up ventures as well as licensing to corporate entities pursuing biofuels development.

The BESC is comprised of researchers at the following member institutions which are universities, DOE National Laboratories, a non-profit research foundation, or industrial research partners.

### *DOE National Labs*

- Oak Ridge National Laboratory
- National Renewable Energy Research Laboratory
- Brookhaven National Laboratory

### *Non-profit Research Foundation*

- Samuel Roberts Noble Foundation

### *Universities*

- The University of Tennessee:
- University of Georgia
- Georgia Institute of Technology
- Dartmouth College
- University of California at Riverside
- Washington State University
- University of Minnesota
- Virginia Polytechnic Institute and State University
- North Carolina State University
- Cornell University

### *Industrial Team Members*

- ArborGen, LLC
- Mascoma Corporation
- Verenum Corporation

## 2. Definitions

- 2.1 The BioEnergy Science Center (“BESC”) is a program funded under BESC Funding. The research of BESC is performed by employees of BESC member institutions: Oak Ridge National Laboratory, National Renewable Energy Laboratory, Georgia Institute of Technology, University of Georgia, University of Tennessee, Dartmouth College, ArborGen LLC, Verenum Corporation, Mascoma Corporation, The Samuel Roberts Noble Foundation, Inc., Brookhaven National Laboratory, Cornell University, North Carolina State University, University of California-Riverside, University of Minnesota, Virginia Polytechnic Institute and State University, and Washington State University, and, such other industry and non-profit participants as may be added from time to time by BESC (collectively referred to as BESC members or member institutions.)
- 2.2 “BESC Funding” means the funding for BESC that was awarded by DOE to ORNL under Contract No. DE-AC02-00OR22725 in connection with Funding Opportunity Announcement number DE PS02-06ER64304.
- 2.3 “BESC Invention” means an invention conceived or first actually reduced to practice under BESC Funding. Title to BESC Inventions follows inventorship as per Federal law. The BESC member institution which employs the inventors will have the right to elect title to BESC Inventions.
- 2.4 “Core Technology” means the following application areas:
- a) Formation of biomass with reduced recalcitrance
  - b) New tools for biomass characterization
  - c) Microbial/enzymatic hydrolysis of lignocellulose

For the avoidance of doubt, these Core Technology areas do not include applications that are not related to biomass modification for biofuels production. For example, if an invention has applications both in biofuel production and in the pharmaceutical industry or in the non-biofuel specialty chemicals industry, those non-biofuel applications would be outside the core technical areas. Licensing in fields other than the Core Technologies shall be at the discretion of the party or parties owning the invention.

2.5 “BESC IP” means BESC Inventions, non-patentable materials (including biological materials), mask works, trademarks and copyrighted works that arise under BESC Funding.

## 3. BESC Commercialization Council

BESC will form a Commercialization Council to oversee rapid dissemination of invention disclosures as well as to consolidate licensing of BESC IP in the Core Technologies to a single, streamlined “one stop shop.” The Council will be comprised of one representative from each of the BESC member institutions for as long as that institution is an active member of the BESC, i.e., for the time that member continues to receive BESC Funding. In addition, the invention owner’s institution, regardless of its current status as a subcontractor, will be included on the BESC Commercialization Council for purposes of licensing the BESC IP that it owns, solely or jointly.

The function of this Council is to review and evaluate new BESC IP, and consider the technical merit and commercial potential of each. The Council is intended as a forum for discussion regarding further maturation of technologies and sharing of insights about market opportunities. It may also provide recommendations to the IP owners regarding filing of patent applications. This forum will serve as a communications means and a clearing house for distribution of information about BESC inventions

throughout the team. The decision to commit resources for patent filing will remain with the owning institution(s),

The progress of any patent application preparation and prosecution will be monitored by this Council. As IP strategies are developed and market analyses are conducted, this group will explore licensing leads and commercialization opportunities in the Core Technology areas. Licensing inquiries will be communicated to the Council by any BESC member who receives such expressions of interest.

ORNL will serve as coordinator for the Commercialization Council.

#### **4. Ownership of inventions**

The statutes governing disposition of title to new inventions under Government agreements will be followed:

- i. The Bayh-Dole Act, 35 U.S.C. 200 et seq., requires that Universities, Non-Profits and small business who are participating under a funding agreement (as defined in the Bayh-Dole Act) will have the option to retain title to their own employees' inventions.
- ii. The Federal Non Nuclear Energy Act of 1974, 42 U.S.C. 5908, will govern disposition of title for all other parties, regardless of whether they receive government funding, and it requires that the Government obtains title to new inventions unless a waiver is granted.
- iii. Inventions made by employees of ORNL, NREL and Brookhaven National Laboratory will be subject to the M&O contract terms and conditions with respect to ownership of inventions made by lab employees. The M&O contract generally provides that the lab has the right to elect to retain title to inventions made by their lab employees.

#### **5. Filing of Patent Applications**

Each owner institution will protect its BESC Inventions according to its standard practices and is responsible for the costs of any domestic and foreign protection. DOE will have the right to file patent applications if the owner institution does not wish to do so, and has indicated a willingness to use its waiver authority to allow others to file in such situations.

#### **6. IP Management**

BESC will provide a simplified means for industry to negotiate licenses and other agreements relating to BESC IP (e.g., CRADA, WFO, bailment, option) by centralizing these activities with a lead institution, (normally ORNL but another BESC member may be designated as the lead by the Commercialization Council, depending on the circumstances), so as to provide a "One Stop Shop." The University of Georgia Research Foundation will be the normal lead institution for negotiating sponsored research contracts with industrial sponsors on behalf of the BESC members and will distribute funds as appropriate using normal subcontracting mechanisms.

BESC members will enter into a separate inter-institutional (IIA) licensing/royalty-sharing / commercialization agreement with ORNL for the implementation of centralized licensing and subsequent royalty distributions. The IIA will allow ORNL, or another designated lead licensing institution, to negotiate commercial licenses or sublicenses to any/all BESC IP. The IIA will also address the details of royalty distribution from the licensing of bundled or jointly owned patents. Licensing and partnering shall be conducted in a manner that maximizes benefit to the US economy and

provides fairness of opportunity with respect to third party access to lab partnering and licensing opportunities. M&O (Management and Operating) contract provisions (e.g., fairness of opportunity, US manufacturing) continue to apply to inventions of NREL, ORNL and Brookhaven.

On behalf of the IP owners, the lead licensing institution will manage all licensing matters, including contract management, licensing income distribution within BESC (according to allocation decisions made by the BESC IP/Licensing Investment Committee) and to each IP owner, and reporting. The lead licensing institution shall not license BESC IP outside of the Core Technology areas, except with the concurrence of the IP owner(s), allowing those owners to license to third parties in fields other than Core Technologies at their sole discretion.

Other activities with third parties relating to access to BESC IP (e.g., NDAs, Material Transfer Agreements, etc.) will be coordinated through the BESC Commercialization Council which will designate a lead institution as needed.

For industrial team members who intend to utilize their own IP in their own commercial activities, such IP will be available for licensing to third parties by a BESC lead licensing institution if the industrial team member is not meeting a contractually agreed to business plan to commercialize such inventions.

## **7. Licensing in the Core Technology areas**

BESC (through ORNL or another team member who may be designated by the Commercialization Council as the lead institution for licensing) will have the capability to license BESC IP and to bail tangible research products, including biological materials, in the Core Technology areas. The lead licensing institution shall not license BESC IP outside of the Core Technology areas, except with the concurrence of the IP owner(s), allowing those owners to license to third parties in fields other than Core Technology areas at their sole discretion.

For licensing of any BESC IP in these Core Technology areas the following licensing principles will apply:

- a) Credible business plans shall be required for all commercial licensing. Before executing any license agreement for a field of use within the Core Technologies, the lead licensing institution will evaluate the capabilities of the potential licensee, and the company must demonstrate that it has the expertise and capital needed to further the development of the technology and successfully bring the technology to market in the fields of use in which a license would be granted. BESC will obtain information about the potential licensee's plan for the commercialization of the BESC IP through BESC's independent research, discussions or meetings with the potential licensee, and/or a formal business plan. BESC IP in Core Technologies will be licensed on a non-exclusive basis when, in the reasonable judgment of the lead licensing institution, this allows the technology to be adopted most successfully by the market. BESC will license IP to companies only in the fields of use (FOU) in which the company is capable and committed to bringing the technology to market, saving other FOU's for additional licensees; alternatively, BESC may include a provision for mandatory sublicensing of BESC IP to reasonably ensure that various applications can be commercialized rather than remaining fallow.
- b) All potential licensees requesting any degree of exclusivity for BESC IP must demonstrate their capability to successfully bring the technology to market. For any license negotiated on behalf of BESC that grants exclusive rights in BESC IP in any field of use in a Core Technology area, the licensee must agree to and meet diligence (performance) requirements marking the development and successful market introduction of the technology. If a

company fails to meet diligence requirements, it will be given a reasonable opportunity to comply and the lead licensing institution will negotiate substitute diligence provisions and amend the license. If the licensee is not able to meet these requirements, the license will be reduced to a nonexclusive license or be terminated.

- c) For BESC IP which is within the Core Technologies, BESC members agree that they will not enter into or be subject to any future agreements with third parties which provide preferential licensing of BESC IP to any third party without prior approval by DOE.

## **8. Licensing Revenue Allocations**

Each BESC member institution that is an IP owner of licensed BESC IP is entitled to a percentage of any royalties or other income from such licenses. BESC members agree that for licenses of BESC Inventions in the Core Technology areas a percentage of licensing income as set forth below, will be allocated by BESC for the support of scientific research or education to further the efforts of BESC at the BESC member institutions.

Licensing income from each license in Core Technology areas will be distributed annually as follows (“BESC Distribution”):

- a) A standard 15% administrative fee will go to the lead licensing institution to offset the cost of license administration.
- b) Next, licensing income is used to reimburse IP owners for patent expenses; Until the licensing income reaches \$200,000, the balance of licensing income after expenses will be distributed to IP owner(s). (if there are several co-owners of IP in a license this distribution will be made in a proportionate way as specified in the IIA)
- c) After licensing income reaches \$200,000, 60% of net licensing income received thereafter (after above expenses) is sent to BESC, per DOE requirement; allocation of these funds to BESC member institution for biofuels-related research is determined by the BESC IP Licensing/Investment Committee.
- d) The remaining 40% of net licensing income is distributed to the IP owner(s); and
- e) any royalty sharing with inventors is made from that remaining 40%.
- f) Any remaining net licensing income may be used by the BESC member institution in accordance with its own policies, subject to restrictions in its M&O contract, Bayh-Dole, etc.
- g) The disposition of royalties or other income, including liquidated equity, set forth in c), d) and e) above, remains in effect so long as BESC Funding continues. If the BESC no longer exists due to lack of DOE funding, or for any other termination of BESC, then the special allocation of funds in c), d) and e) is no longer applicable.

Licensing income includes fees (such as license issue fees, license maintenance or milestone fees), royalties, and liquidation of any equity received for the license grant, but for the purpose of clause c) above, does not include reimbursement of patent costs by licensees. Furthermore, for purposes of the BESC Distribution, if BESC grants two or more licenses to a specific company for members of the same patent family (i.e., an initial patent application and any subsequent application claiming priority to that application, such as conversions, continuations or divisionals, or any patents issuing thereon), the licensing income from those licenses will be aggregated for the purposes of the \$200,000 threshold set forth in clause c). Where the BESC member institution owning such equity has an official policy specifying the time for liquidation of such equity, that official policy shall apply to the timing of the liquidation of such equity. Negotiations for continued utilization of BESC will include a plan for the future management and disposition of any such remaining unliquidated equity.

The royalties described in paragraph a) which comprise the 60% utilized for the support of scientific research or education in support of BESC will be allocated to projects approved by a BESC IP/Licensing Investment Committee<sup>1</sup>. BESC researchers will be invited to propose scientific research and education-related tasks to which these funds may be allocated by this Committee. Allocation decisions by this Committee will be made available for review and comment by BESC team members for at least ten days for review and comment before funds are distributed. The BESC Board of Directors<sup>2</sup> will monitor the allocation process to assure that research proposals from the researchers employed by the intellectual property owner(s) receive higher priority for this funding.

Royalties reserved for use in support of BESC research will be tracked so that at the end of the 5 years, remaining funds can be distributed to the IP owners if the BESC contract is not renewed or if other funds to continue BESC are not secured.

## **9. Information Sharing**

It is the intention of the BESC that the fruits of its research be widely and promptly disseminated, with a goal of maximizing the impact of the research and its long-term benefit to the U.S. and to society. Even in those situations in which protection of inventions is desirable, e.g., to induce further commercial development, or is required under specific funding obligations, such inventions are also expected to be widely and promptly disseminated.

All BESC Team Members have executed a mutual NDA to be able to interact fully with each other. Technical data will also be shared appropriately with the other two Bioenergy Research Centers (JBEI and GLBRC) and with any DOE advisory committee assisting with the evaluation of BESC activities. Subject to DOE approval, a list will be mutually developed of the types of data first produced by the BESC that must be immediately released to the public.

To facilitate the mutual exchange of reagents and biological materials among BESC researchers, a master Materials Transfer Agreement will be implemented. Individual transactions for exchange of reagents and other biological materials will be documented electronically using secure information technology.

BESC team members agree to have safeguards in place to manage personal and organizational conflicts of interest that may arise from the licensing of BESC IP.

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<sup>1</sup> The BESC IP/Licensing Investment Committee consists of the BESC Program Director, the leads in each of the Scientific Focus Areas, and a representative of each IP owner whose IP was licensed in the Core Technologies.

<sup>2</sup> The BESC Board of Directors (BOD) consists of representatives of the executive leadership of BESC institutional members plus a group of up to three internationally known R&D leaders with extraordinary entrepreneurial records of achievement, or biotechnology industry leaders. This BOD serves (1) to approve BESC strategic directions and annual project and budget plans, (2) to approve annual performance goals for the BESC leadership team and to evaluate the performance of the team, and (3) to support BESC leadership in managing effective interfaces with translational and applied R&D, technology transfer, and commercialization.


**10. Reporting to DOE**

Each BESC member institution shall require its researchers to report all inventions in a manner consistent with reporting of other intellectual property resulting from federally funded research. No later than sixty (60) days from receipt of disclosure, each BESC member institution shall disclose to BESC, through the BESC Commercialization Council, all BESC Inventions, software, and tangible research products resulting from BESC Funding.

ORNL will report all such invention disclosures to DOE promptly, along with information about any BESC technology transfer transactions that the team members may have had. IP management and technology transfer activities of the BESC in the Core Technology areas are subject to DOE appraisal.

**Accepted by:**

**BESC Member Institution:** University of Georgia Research Foundation, Inc.

By:   
Name: SHAIL MALIK  
Title: DIRECTOR, TCO  
Date: 10-18-07





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File  
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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

March 24, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 342**

Enclosed are two copies of the subject contract modification that has already been signed by the Contracting Officer. This modification is issued to de-obligate American Recovery and Reinvestment Act of 2009 funds in the amount of \$34,848.65 from the contract for Office of Science projects entitled "Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)" and "Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (Project Code 2005190)". The total amount of funds obligated under this contract since its inception is decreased by \$34,848.65 from \$11,060,126,200.58 to \$11,060,091,351.93. After signature by an authorized representative of UT-Battelle, please have one copy of the fully executed modification sent back to me.

If you have any questions, please contact me at 576-4523.

Sincerely,

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
342	See Block 16C	10SC003826	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$34,848.65  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)



The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N

Recovery TAS::89 0227::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 04/28/2010	16C. DATE SIGNED 03/24/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/342	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$34,655.31 from the project entitled “Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)” and \$193.34 from the project entitled “Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (Project Code 2005190)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$34,848.65 are hereby de-obligated from the contract. The total amount of funds obligated under this contract since its inception is decreased from \$11,060,126,200.58 to \$11,060,091,351.93.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization(s):

Work Authorization Number	Work Authorization Title
KJ/OR41/9/ARRA-1 (See Modification 231)	Advanced Scientific Computing Research – Leadership Computing Upgrade (Project Code 2005087)
KB/OR41/9/ARRA-1 (See Modifications 215 and 224)	Fundamental Neutron Physics Beamline MIE at SNS Full Funding (ORNL) (Project Code 2005190)
(Number from Block 8 of the Work Authorization)	

- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT



## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: March 18, 2010 at 01:47:17 PM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available	
											Previous	Change	Revised		
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68	
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>											56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	0.00	0.00	180,000.00	
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: AT0000000</b>											180,000.00	0.00	0.00	0.00	180,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00	
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00	
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00	
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	0.00	-193.34	-193.34	103,816.48	
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00	
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09	
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>															
<b>Total for Program Parent/Control Point: KB0000000</b>											6,982,328.91	0.00	-193.34	-193.34	6,982,135.57
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00	
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KC0200000</b>											5,785,000.00	0.00	0.00	0.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15	
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KG0900000</b>											9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	0.00	0.00	3,750,000.00	
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	0.00	-34,655.31	-34,655.31	19,865,344.69	
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>															
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00	
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>															
<b>Total for Program Parent/Control Point: KJ0000000</b>											26,150,000.00	0.00	-34,655.31	-34,655.31	26,115,344.69

## Financial Plan Report - Detail

### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: March 18, 2010 at 01:47:17 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	0.00	0.00	0.00	2,109,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	0.00	0.00	0.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	0.00	-34,848.65	-34,848.65	114,152,343.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	0.00	-34,848.65	-34,848.65	114,152,343.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	0.00	-34,848.65	-34,848.65	114,152,343.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	0.00	-34,848.65	-34,848.65	114,152,343.55

Financial Plan Number: 2

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Site: OR

Page 3 of 3

Report: RFP0001

Report Generated on: March 18, 2010 at 01:47:17 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-34,848.65
Grand Total:	-34,848.65
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 343	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003875	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,750,000.00  
 See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, AND P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Subj to Retent: N

Recovery TAS::89 0227::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/25/2010

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-000R22725/343

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code, is hereby provided in Attachments 2A and 2B to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,500,000 for a project entitled “Nuclear Physics-Early Career Research Program (2005410)” and \$250,000 for a project entitled “Fusion Energy Sciences-Infrastructure Improvements for General Plasma Science User Facilities (2005365)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$2,750,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,060,091,351.93 to \$11,062,841,351.93.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations:

Work Authorization Number	Work Authorization Title
KB/OR41/09/ARRA-5 (Revision No. 00) (Attachment 1A)	Nuclear Physics-Early Career Research Program (2005410)
AT/OR41/10/ARRA-2 (Revision No. 01) (Attachment 1B)	Fusion Energy Sciences-Infrastructure Improvements for General Plasma Science User Facilities (2005365)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1A

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
 CONTRACT WORK AUTHORIZATION  
 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 09-09/10-0217**

1a. Project Title: <i>Nuclear Physics - Early Career Research Program</i> (2005410) ✓		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact: Name: <i>Timothy J. Hallman</i>		Organization Code: <i>SC-26</i> Telephone No.: <i>(301) 903-3613</i>	
3. Headquarters Budget Point of Contact: Name: <i>Andrea Conrad</i>		Organization Code: <i>SC-41</i> Telephone No.: <i>(301) 903-3310</i>	
4. Responsible Program: <i>Nuclear Physics</i>		E. Responsible Secretarial Officer: <i>Director, Office of Science</i>	
6. Responsible Field Organization: <i>Oak Ridge Office</i>			
7a. Site and Facility Management Contractor: <i>UT-Battelle LLC - Oak Ridge National Laboratory</i>		7b. Contractor Point of Contact: Name: Telephone No.:	
8. Work Authorization Number: <i>KB/OR41/09/ARRA-5</i> ✓		9. Revision Number: <i>00</i>	
10. Funds Authorized (\$ in thousands): BARR Code: <i>KB</i> Previous: <i>\$0</i> Change: <i>\$+2,500</i> Current: <i>\$2,500*</i>		12. Work Start Date: From: <i>4/15/10</i> To: <i>4/14/15</i> <i>04/2010</i>	
11. Performance Period Covered by Funds: From: <i>4/15/10</i> To: <i>4/14/15</i>		13. Expected Completion Date: <i>04/2015</i>	

14. Statement of Work (See attached)  
 This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all SC activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.

**Specific Recovery Act Statement of Work:**

**The following funding is provided for awards made under Program Announcement to DOE National Laboratories LAB 09-26, Office of Science Early Career Research Program.**

Funds in the amount of \$2,500,000 are provided under KB-04-01-02-1 for project entitled "Studies of Nuclear Reactions that Drive Stellar Explosions and Synthesize the Elements." Principal Investigator: Dr. Daniel Bartyan. The project period for this FWP is April 15, 2010 through April 14, 2015. Execution of the annual funding is solely at the discretion of the principal investigator in accordance with the DOE-approved budget and project work scope. Annual progress reports from the award investigator will be required (due to program manager by 90 days before April 14 in 2011, 2012, 2013, and 2014). Final technical report due to program manager 90 days after April 14, 2015.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science Laboratory appraisal process.


\* Includes OPE funding \$2,500,000

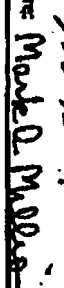
**Continuation of W/AS - Early Career Research Program (2005410)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official  
Name (typed): Timothy J. Hallinan Signature:  Date: March 9, 2010

17. DOE Field Organization Official  
Name (typed): Michele G. Beaton Signature:  Date: 3/13/10

18. Contractor's Authorized Representative  
Name (typed): Michelle V. Buckauer Signature:  Date: 3/15/10

19. DOE Contracting Officer (or delegated representative)  
Name (typed): MARK R. MULLION Signature:  Date: 3/16/10

KB/024/09/ARCA-5

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Early Career Research Program (2005410)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- *3Q FY2010: Initiate research for the Early Career Research Program.*
- *4Q FY2010: First quarterly Recovery Act progress report due.*
- *Recovery Act progress reports due each quarter through 4Q FY 2015.*

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- *Perform the research proposed for the Early Career Research Program. Federal program managers will verify the research performance of the contractor through annual research progress reports, phone calls, site visits, and attendance at topical conferences.*

**Section C: Contractor Recovery Act Deliverables**

- *Quarterly Recovery Act progress reports on the contractor's activities.*

KB/OR41/09/AREA - 5

**ATTACHMENT 1B**

**WORK AUTHORIZATION**



**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Fusion Energy Sciences – Infrastructure Improvements for General Plasma Science User Facilities (2005365)</b>	1b. Work Proposal Number (if applicable): Various
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2. Headquarters Program Point of Contact: Name: <b>Edmund Synakowski</b> <i>[Signature]</i> Organization Code: <b>SC-24</b>	Telephone No.: <b>(301) 903-4941</b>
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3. Headquarters Budget Point of Contact: Name: <b>Karen Summers</b> Organization Code: <b>SC-41.1</b>	Telephone No.: <b>(301) 903-4947</b>
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4. Responsible Program: <b>Fusion Energy Sciences</b>	5. Responsible Secretarial Officer: <b>Director, Office of Science</b>
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6. Responsible Field Organization: <b>Oak Ridge Office</b>	
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7a. Site and Facility Management Contractor: <b>UT-Battelle, LLC (Oak Ridge National Laboratory)</b>	7b. Contractor Point of Contact: Name: <b>David R. Schultz</b> Telephone No.: <b>(865) 576-9461</b>
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8. Work Authorization Number: <b>AT/OR41/10/ARRA-2</b>	9. Revision Number: <b>01</b>
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10. Funds Authorized (\$ in thousands): B&R Code: <b>AT</b> Previous: <b>\$250</b> Change: <b>\$0</b> Current: <b>\$250*</b>	
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11. Performance Period Covered by Funds: From: <b>02/17/09</b> To: <b>09/30/10</b>	12. Work Start Date: <b>02/2010</b>	13. Expected Completion Date: <b>09/2011</b>
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14. Statement of Work: see attached

This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Specific Recovery Act Statement of Work:

**\$250,000** of equipment funding is provided under **AT503050** to provide improvements in infrastructure including hardware, upgraded diagnostics, new probes, improved data acquisition and analysis, and will enhance the scientific contributions of General Plasma Science (GPS) projects. The Multi-charge Ion Research Facility will be upgraded to improve plasma surface experimental capability. The GPS program supports fundamental research opportunities in plasma science and engineering, focusing on issues of plasma science and engineering that can have impact in other areas or disciplines in which improved basic understanding of the plasma state is needed.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

Continuation – Infrastructure Improvements for General Plasma Science User Facilities (2005365)  
- ORNL

AT/OR41/10/ARRA-2, Rev 01

15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official. Name (typed): Edmund Synakowski	Signature: <i>[Signature]</i>	Date: 2/3/10
17. DOE Field Organization Official. Name (typed): Michele G. BRANTON	Signature: <i>[Signature]</i>	Date: 3/18/10
18. Contractor's Authorized Representative. Name (typed): Dana Christensen	Signature: <i>[Signature]</i>	Date: 18 March 2010
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION	Signature: <i>[Signature]</i>	Date: 3/16/10

\* Includes Operating of \$0 and Equipment of \$250,000.

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Infrastructure Improvements for General Plasma Science User Facilities (2005365) – ORNL**

**Work Authorization #AT/OR41/10/ARRA-2, Rev 01**

<p align="center"><b><u>Section A: Contractor Recovery Act Schedule or Milestone Requirements</u></b></p>	
<p>Addition of a UV resonant enhanced photo ionization (REMPI) tunable laser system with suitable scanning optics.</p>	<p>August 2010</p>
<p>Chamber modifications plus a high sensitivity/stability quadrupole mass spectrometer (QMS) system with differentially pumped, water cooled shroud.</p>	<p>September 2010</p>
<p align="center"><b><u>Section B: Contractor Recovery Act Performance Outcomes and Measures</u></b></p>	
<p>Completed engineering design will be acceptable for implementation on the Multi-charged Ion Research Facility (MIRF).</p>	
<p>Variation from total cost of effort will be less than 10%.</p>	
<p>Initial data from the upgraded experiment will be reported at open science meetings and conferences.</p>	
<p align="center"><b><u>Section C: Contractor Recovery Act Deliverables</u></b></p>	
<p>Upgraded apparatus to state-of-the-art hardware needed for accurate and complete characterization of sputtering products and surface modifications induced by Plasma Surface Interaction (PSI). The proposed hardware improvement of the MIRF PSI Experiment will consist of the addition of a UV resonant enhanced photo ionization (REMPI) tunable laser system with suitable scanning optics and chamber modifications plus a high sensitivity/stability quadrupole mass spectrometer (QMS) system with differentially pumped, water cooled shroud.</p>	

# ATTACHMENT 2A

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

## OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	0.00	0.00	180,000.00
<b>Total for Program Parent/Control Point: AT0000000</b>										180,000.00	0.00	0.00	0.00	180,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	0.00	2,500,000.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<b>Total for Program Parent/Control Point: KB0000000</b>										6,982,328.91	-193.34	2,500,000.00	2,499,806.66	9,482,135.57
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<b>Total for Program Parent/Control Point: KC0200000</b>										5,785,000.00	0.00	0.00	0.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	0.00	0.00	3,750,000.00
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/09/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	-34,655.31	0.00	-34,655.31	26,115,344.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	0.00	0.00	0.00	2,109,153.98
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	0.00	0.00	0.00	1,057,415.00
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/09/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/09/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	-34,848.65	2,500,000.00	2,465,151.35	116,652,343.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	-34,848.65	2,500,000.00	2,465,151.35	116,652,343.55
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	-34,848.65	2,500,000.00	2,465,151.35	116,652,343.55

Financial Plan Number: 3  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 06

**Financial Plan Report - Detail**

Site: OR

Page 2 of 2  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: March 22, 2010 at 08:33:52 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	2,500,000.00
Grand Total:	2,500,000.00
Total Non-Appropriated Funds:	0.00

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**ATTACHMENT 2B**

**FINANCIAL PLAN REPORT**

**Financial Plan Report - Detail**

Financial Plan Number: 4

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: March 22, 2010 at 02:42:34 PM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: 39KG01000PRN08SC71000										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	0.00	250,000.00	250,000.00	250,000.00
AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	0.00	0.00	180,000.00
AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: AT0000000										180,000.00	0.00	250,000.00	250,000.00	430,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227														
\$719,000 moved from operating to equipment														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227														
\$719,000 moved from operating to equipment														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227														
\$698,000 moved from operating to equipment														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227														
\$698,000 moved from operating to equipment														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227														
Total for Program Parent/Control Point: KB0000000										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KC0200000										5,785,000.00	0.00	0.00	0.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KG0900000										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	0.00	0.00	3,750,000.00
AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227														
Total for Program Parent/Control Point: KJ0000000										26,150,000.00	-34,655.31	0.00	-34,655.31	26,115,344.69



Financial Plan Number: 4  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 06

**Financial Plan Report - Detail**

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: March 22, 2010 at 02:42:34 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	0.00	0.00	0.00	2,109,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	0.00	0.00	0.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	2,465,151.35	250,000.00	2,715,151.35	116,902,343.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	2,465,151.35	250,000.00	2,715,151.35	116,902,343.55
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	2,465,151.35	250,000.00	2,715,151.35	116,902,343.55

Financial Plan Number: 4  
Fiscal Year: 2010  
Fiscal Month: 06  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

**Financial Plan Report - Detail**

Site: OR  
Page 3 of 3  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: March 22, 2010 at 02:42:34 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	250,000.00
Grand Total:	250,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 344	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003876	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$19,148.15  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

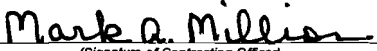
The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N

Recovery TAS::89 0222::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/29/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/344	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$19,148.15 to the contract for the Work for Others (WFO) activities entered into with the National Institute of Health identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$18,691.61 are hereby obligated in support of the project entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins” and funds in the amount of \$456.54 are obligated in support of the project entitled “DNA Transport and Sequencing Through a Quadrupole Gate”. The total amount of funds obligated under this contract since its inception is increased from \$11,062,841,351.93 to \$11,062,860,500.08.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
NFE-10-02711	Accurate Mass Analysis of Singly-Charged Intact Proteins
NFE-10-02714	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 5

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

Report Generated on: March 22, 2010 at 08:34:20 AM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	162,675.47	18,691.61	181,367.08	181,367.08
<i>AY 2010 - NIH - Grant # 1R01GM088501-01; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	51,369.61	456.54	51,826.15	51,826.15
<i>AY 2010 - NIH - Grant # 3R21HG004764-02S1; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	214,045.08	19,148.15	233,193.23	233,193.23
<b>Total for Fund Type: 2D</b>										0.00	214,045.08	19,148.15	233,193.23	233,193.23
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	100,000.00	0.00	100,000.00	73,409,371.42
<b>Total for Fund Type: 3D</b>										73,309,371.42	100,000.00	0.00	100,000.00	73,409,371.42
<b>Total for Recipient Code: OR</b>										73,309,371.42	314,045.08	19,148.15	333,193.23	73,642,564.65
<b>Total for Reporting Entity: 470002</b>										73,309,371.42	314,045.08	19,148.15	333,193.23	73,642,564.65
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	314,045.08	19,148.15	333,193.23	73,642,564.65

Financial Plan Number: 5  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 06

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: March 22, 2010 at 08:34:20 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	19,148.15
Grand Total:	19,148.15
Total Non-Appropriated Funds:	19,148.15

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 345	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003914	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,500,884.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Recovery TAS::89 0227::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/29/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/345	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,500,884 to the contract for the Advanced Scientific Computing Research project identified in the Work Authorization reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$2,500,884 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,062,860,500.08 to \$11,065,361,384.08.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KJ/OR41/0/ARRA-4 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Advanced Scientific Computing Research—Early Career Research Program (2005410)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Advanced Scientific Computing Research – Early Career Research Program (2005410)</b>		1b. Work Proposal Number (if applicable): Various
2. Headquarters Program Point of Contact: Name: <b>Michael R. Strayer</b> Organization Code: <b>SC-21</b> Telephone No.: <b>(301) 903-7486</b>		
3. Headquarters Budget Point of Contact: Name: <b>Michael Osinski</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3590</b>		
4. Responsible Program: <b>Advanced Scientific Computing Research</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>
6. Responsible Field Organization: <b>Oak Ridge Site Office</b>		
7a. Site and Facility Management Contractor: <b>UT – Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>Arthur Bland</b> Telephone No.: <b>865-576-6727</b>
8. Work Authorization Number: <b>KJ/OR41/0/ARRA-4</b>		9. Revision Number: <b>00</b>
10. Funds Authorized (\$ in thousands). B&R Code: <b>KJ</b> Previous: <b>\$0</b> Change: <b>\$+ 2,501</b> Current: <b>\$2,501</b>		
11. Performance Period Covered by Funds. From: <b>4/15/10</b> To: <b>4/14/15</b>		12. Work Start Date: <b>04/2010</b>
13. Expected Completion Date: <b>04/2015</b>		
14. Statement of Work (See attached) This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all SC activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.		
<b>Specific Recovery Act Statement of Work:</b>		
<b>The following funding is provided for awards made under Program Announcement to DOE National Laboratories LAB 09-26, Office of Science Early Career Research Program.</b>		
Funds in the amount of \$2,500,884 are provided under KJ0402 for FWP #ERKJR12, entitled "Reversible Software Execution Systems – A New Paradigm in Ultra-Scale Computing." Principal Investigator: Perumalla. The project period for this FWP is April 15, 2010 through April 14, 2015. Execution of the annual funding is solely at the discretion of the principal investigator in accordance with the DOE-approved budget and project work scope. Annual progress reports from the award investigator will be required (due to program manager by 90 days before April 14 in 2011, 2012, 2013, and 2014). Final technical report due to program manager 90 days after April 14, 2015.		
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.		

**Continuation of WAS - Early Career Research Program (2005410)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Michael R. Strayer

Signature: 

Date: 2/17/10

17. DOE Field Organization Official.

Name (typed): Michele G. Branton

Signature: 

Date: 3/18/10

18. Contractor's Authorized Representative.

Name (typed): JEFFRY A. NICHOLS

Signature: 

Date: 3/18/10

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: 

Date: 3/16/10

KJ/OR41/O/ARRA-4

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Early Career Research Program (2005410)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- 3Q FY 2010: Initiate research for the Early Career Research Program.
- 4 Q FY 2010: First quarterly Recovery Act progress report due.
- Recovery Act progress reports due each quarter through 4Q FY 2015.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform the research proposed for the Early Career Research Program. Federal program managers will verify the research performance of the contractor through annual research progress reports, phone calls, site visits, and attendance at topical conferences.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly Recovery Act progress reports on the contractor's activities.

*KJ/OK41/0/ARRA-4*

## ATTACHMENT 2

### FINANCIAL PLAN REPORT



Financial Plan Number: 5

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

# Financial Plan Report - Detail

Site: OR

Page 1 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: March 23, 2010 at 10:31:36 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	0.00	0.00	180,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										180,000.00	250,000.00	0.00	250,000.00	430,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										5,785,000.00	0.00	0.00	0.00	5,785,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	0.00	2,500,884.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 00; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	0.00	0.00	3,750,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	-34,655.31	2,500,884.00	2,466,228.69	28,616,228.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	0.00	0.00	0.00	2,109,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	0.00	0.00	0.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	2,715,151.35	2,500,884.00	5,216,035.35	119,403,227.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	2,715,151.35	2,500,884.00	5,216,035.35	119,403,227.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	2,715,151.35	2,500,884.00	5,216,035.35	119,403,227.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	2,715,151.35	2,500,884.00	5,216,035.35	119,403,227.55

Financial Plan Number: 5

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: March 23, 2010 at 10:31:36 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	2,500,884.00
Grand Total:	2,500,884.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 346	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,583,957.88

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,075,945,341.96. This represents an increase of \$10,583,957.88, from \$11,065,361,384.08 to \$11,075,945,341.96.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$9,168,856.41. Cumulative obligations of NAF since Modification 234 are \$77,245,441.95.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
347	See Block 16C	10SC003944		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	10/18/1999		
099114287				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$168,834.95

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,076,114,176.91. This represents an increase of \$168,834.95, from \$11,075,945,341.96 to \$11,076,114,176.91.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	03/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 348	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$991,052.56

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,077,105,229.47. This represents an increase of \$991,052.56, from \$11,076,114,176.91 to \$11,077,105,229.47.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 349	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$26,307,766.30

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,103,412,995.77. This represents an increase of \$26,307,766.30, from \$11,077,105,229.47 to \$11,103,412,995.77.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 350	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$15,060,206.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,118,473,201.77. This represents an increase of \$15,060,206.00, from \$11,103,412,995.77 to \$11,118,473,201.77.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/30/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 351	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,068,525.25

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,119,541,727.02. This represents an increase of \$1,068,525.25, from \$11,118,473,201.77 to \$11,119,541,727.02.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 352	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$853,091.26

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,120,394,818.28. This represents an increase of \$853,091.26, from \$11,119,541,727.02 to \$11,120,394,818.28.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 03/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 353	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003944	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$581,346.99

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,120,976,165.27. This represents an increase of \$581,346.99, from \$11,120,394,818.28 to \$11,120,976,165.27.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 354	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC003992	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,004,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: N

Recovery TAS::89 0227::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/31/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/354	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,004,000 to the contract for the Basic Energy Sciences project identified in the Work Authorization reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$5,004,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,120,976,165.27 to \$11,125,980,165.27.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KC/OR41/9/ARRA-2 (Attachment 1)  (Number from Block 8 of the Work Authorization)	Basic Energy Sciences—Early Career Research Program (2005410)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: Basic Energy Sciences – Early Career Research Program (2005410)		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact. Name: Harriet H. Kung/ AndrewSchwartz/(3535) Organization Code: SC-22 Telephone No.: (301) 903-3081			
3. Headquarters Budget Point of Contact. Name: Mike Osinski/Donna Gilbert (ext 4815) Organization Code: SC-41 Telephone No.: (301) 903-3590			
4. Responsible Program: Basic Energy Sciences		5. Responsible Secretarial Officer: Under Secretary for Science	
6. Responsible Field Organization: Oak Ridge Office			
7a. Site and Facility Management Contractor: UT – Bettelle LLC – Oak Ridge National Laboratory		7b. Contractor Point of Contact. Name: Telephone No.:	
8. Work Authorization Number: KC/OR41/9/ARRA-2		9. Revision Number: 00	
10. Funds Authorized (\$ in thousands). B&R Code: KC Previous: \$0 Change: \$+5,004 Current: \$5,004*			
11. Performance Period Covered by Funds. From: 4/15/10 To: 4/14/15		12. Work Start Date: 04/2010	13. Expected Completion Date: 04/2015
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009. (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. <u>Specific Recovery Act Statement of Work:</u> The following funding is provided for awards made under Program Announcement to DOE National Laboratories LAB 09-26, Office of Science Early Career Research Program. Funds in the amount of \$2,504,000 are provided under KC020202 for FWP # ERKCM70 entitled "Early Career - Origin of Superconductivity in Structurally Layered Materials." Principal Investigator: Sefat, Athena. Funds in the amount of \$2,500,000, \$2,355,000 OPE and \$145,000 EQU, are provided under KC0211010 for FWP # ERKCMS1 entitled "Early Career - Research and Development of Detection Systems for Neutron Imaging." Principal Investigator: Bingham, Philip. The project period for this FWP is April 15, 2010 through April 14, 2015. Execution of the annual funding is solely at the discretion of the principal investigator in accordance with the DOE-approved budget and project work scope. Annual progress reports from the award investigator will be required (due to program manager by 90 days before April 14 in 2011, 2012, 2013, and 2014). Final technical report due to program manager 90 days after April 14, 2015. Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official. Name (typed): Harriet H. Kung Signature: <i>Harriet H. Kung</i> Date: 3/8/2010			
17. DOE Field Organization Official. Name (typed): Michele G. BRANTON Signature: <i>M. G. Branton</i> Date: 3/18/10			
18. Contractor's Authorized Representative Name (typed): <i>M. Buchanan</i> Signature: <i>M. Buchanan</i> Date: 3/19/10			
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION Signature: <i>Mark A. Million</i> Date: 3/16/10			

\*\$4,859,000 OPE and \$145,000 EQU



**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Early Career Research Program (2005410)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- *3Q FY2010: Initiate research for the Early Career Research Program.*
- *4Q FY2010: First quarterly Recovery Act progress report due.*
- *Recovery Act progress reports due each quarter through 4Q FY 2015.*

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- *Perform the research proposed for the Early Career Research Program. Federal program managers will verify the research performance of the contractor through annual research progress reports, phone calls, site visits, and attendance at topical conferences.*

**Section C: Contractor Recovery Act Deliverables**

- *Quarterly Recovery Act progress reports on the contractor's activities.*

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 6  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 06

# Financial Plan Report - Detail

Site: OR

Page 1 of 3  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: March 24, 2010 at 02:50:59 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	0.00	0.00	180,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										180,000.00	250,000.00	0.00	250,000.00	430,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	0.00	2,504,000.00	2,504,000.00	2,504,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	0.00	2,355,000.00	2,355,000.00	2,355,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	0.00	145,000.00	145,000.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										5,785,000.00	0.00	5,004,000.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15

Financial Plan Number: 6  
 Fiscal Year: 2010  
 Contract Modification Number: \*\* No MOD \*\*  
 Fiscal Month: 06  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Page 2 of 3  
 Site: OR  
 Report: RFP0001  
 Report Generated on: March 24, 2010 at 02:50:59 PM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 00; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	0.00	0.00	3,750,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	2,466,228.69	0.00	2,466,228.69	28,616,228.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	0.00	0.00	0.00	2,109,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	0.00	0.00	0.00	1,057,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	5,216,035.35	5,004,000.00	10,220,035.35	124,407,227.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	5,216,035.35	5,004,000.00	10,220,035.35	124,407,227.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	5,216,035.35	5,004,000.00	10,220,035.35	124,407,227.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	5,216,035.35	5,004,000.00	10,220,035.35	124,407,227.55

Financial Plan Number: 6  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 06

## Financial Plan Report - Detail

Site: OR

Page 3 of 3  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: March 24, 2010 at 02:50:59 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	5,004,000.00
Grand Total:	5,004,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 355	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004132	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,530,097.09

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,127,510,262.36. This represents an increase of \$1,530,097.09, from \$11,125,980,165.27 to \$11,127,510,262.36.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$1,530,097.09. Cumulative obligations of NAF since Modification 234 are \$78,775,539.04.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA,  (Signature of Contracting Officer)	16C. DATE SIGNED 03/31/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 356	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004132	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$48,543.69

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,127,558,806.05. This represents an increase of \$48,543.69, from \$11,127,510,262.36 to \$11,127,558,806.05.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/31/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 357	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004132	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$7,970,049.67

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,135,528,855.72. This represents an increase of \$7,970,049.67, from \$11,127,558,806.05 to \$11,135,528,855.72.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/31/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 358	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004132	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$210,000.00

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

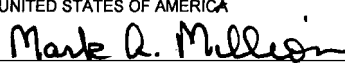
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,135,738,855.72. This represents an increase of \$210,000.00, from \$11,135,528,855.72 to \$11,135,738,855.72.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/31/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 359	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004132	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$194,174.76

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

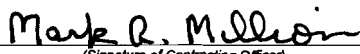
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,135,933,030.48. This represents an increase of \$194,174.76, from \$11,135,738,855.72 to \$11,135,933,030.48.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 03/31/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO. 360		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10SC004233	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		5. PROJECT NO. (If applicable) 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$878,033.98

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
 Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,136,811,064.46. This represents an increase of \$878,033.98, from \$11,135,933,030.48 to \$11,136,811,064.46.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$878,033.98. Cumulative obligations of NAF since Modification 234 are \$79,653,573.02.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	03/31/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 361	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004233	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$116,504.85

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

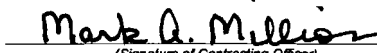
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,136,927,569.31. This represents an increase of \$116,504.85, from \$11,136,811,064.46 to \$11,136,927,569.31.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 03/31/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

April 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 343 – 362**

A fully executed copy of contract modifications 343 through 362 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated, including Work for Others (WFO), and American Recovery and Reinvestment Act of 2009 (Recovery Act) funding. At this time, all appropriated funding received from other agencies via WFO program and Recovery Act funding received from different DOE Program Offices must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   1	
2. AMENDMENT/MODIFICATION NO. 362		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10SC004233	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
		00518		00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
CODE 099114287		FACILITY CODE		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,513,592.23

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) AND P.L. 95-91

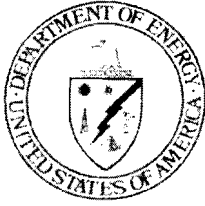
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: N  
Pursuant to the provisions of Clause I-143, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,138,441,161.54. This represents an increase of \$1,513,592.23, from \$11,136,927,569.31 to \$11,138,441,161.54.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	03/31/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

April 7, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 363**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$581,132 to the contract for Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased from \$11,138,441,161.54 to \$11,139,022,293.54.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in cursive script that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 363	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$581,132.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, AND P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Recovery TAS::89 0331::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/06/2010



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/363	2	4

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$581,132 to the contract for Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$581,132 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,138,441,161.54 to \$11,139,022,293.54.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

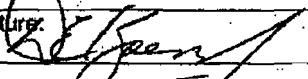

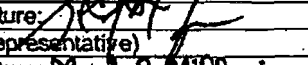
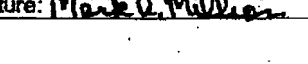
<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
IF/470002-20653-10 (Revision No. 0)	ITP 3: IAC and Plant Best Practices: ORNL
IF/470002-20653-10 (Revision No. 1)	ITP 3: IAC and Plant Best Practices: ORNL
IF-470002-20421-10	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
IF-470002-20416-10 (Revision 9)	Energy-Intensive Processes R&D
IF-470002-20416-10 (Revision 10)	Energy-Intensive Processes R&D
FB-4700002-20454-10	Enhance and Accelerate FEMP Service Functions to the Federal Government
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
  
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: ITP 3: IAC and Plant Best Practices: ORNL		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Jeffrey Walker		Organization Code:	Telephone No: (202) 586-5059
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code:	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Anthony Wright Telephone No: (865) 574-6878	
8. Work Authorization Number: * IF-470002-20653-10		9. Revision Number: A 0	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1907010-05794-1004393 (2009)	\$0	\$27,787	\$27,787
ED1907042-05794-1004397 (2009)	\$0	\$55,769	\$55,769
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <sup>9/15/2010</sup> <del>9/15/2010</del>		12. Work Start Date: 10/1/2009 <del>9-15-2010</del>	13. Expected Completion Date: 9/30/2010 <del>1-14-2011</del> <i>mark</i>
14. Statement of Work: <u>1-14-2011</u> <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$83,556 is authorized for ED1907010-05794-1004393-IAC (2009), ED1907042-05794-1004397-Best Practices/SEN (2009). These funds are made available for Solicitation #20653 - ITP 3: IAC and Plant Best Practices: ORNL. These funds will provide technical assistance and plant assessments to Save Energy Now Leader and non-leader plants. Funds may also support data collection and analysis or Save Energy Now Leader outreach activities. CFO Project Code: 2004310. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: ED1907010-1004393 Project Code: 2004310 Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: ED1907042-1004397 Project Code: 2004310 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf, Program Manager	Signature: 	Date: 1/7/10	
17. DOE Field Organization Official:			
Name (typed): JOHNNY D. MOORE	Signature: 	Date: 1/11/10	
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen	Signature: 	Date: 3/30/2010	
19. DOE Contracting Officer (or delegated representative):			
Name (typed): MARK A. MILLON	Signature: 	Date: 3/30/10	

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

FED 10-6018RA AFP Jan

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**Task 1 – Complete New and Enhanced Save Energy Now Assessments**

**Milestone – Ensure that a minimum of 100 new and enhanced Save Energy Now assessments are completed**

**Task 2 – Complete Technical Assistance Activities to support Save Energy Now Assessments**

**Milestone – Ensure that 14 Technical Assistance support activities (\$25K each) are completed**

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

All tasks described under this effort will be completed by 1-31-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final brief letter report to the sponsor's designated representative.

**Section C: Contractor Recovery Act Deliverables**

**Task 1 – Complete New and Enhanced Save Energy Now Assessments**

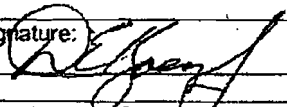
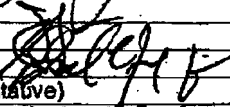
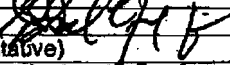

**Deliverable, Letter report documenting that assessments have been completed**

**Task 2 – Complete Technical Assistance Activities to support Save Energy Now Assessments**

**Deliverable, Letter report documenting that technical assistance activities have been completed**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: ITP 3: IAC and Plant Best Practices: ORNL		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Jeffrey Walker		Organization Code:	Telephone No: (202) 586-5059
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code:	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20653-10		9. Revision Number: <u>2</u> / <u>1</u>	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1907010-05794-1004393 (2009)	\$0 27,787. <i>ANA</i>	\$25,130	\$25,130 52,917. <i>ANA</i>
ED1907042-05794-1004397 (2009)	\$0 55,769 <i>ANA</i>	\$74,870	\$74,870 130,639. <i>ANA</i>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <u>8/15/2010</u> - <u>10/1/2009</u> <u>3/15/2010</u>		12. Work Start Date: <u>10/1/2009</u> <u>3/15/2010</u>	
13. Expected Completion Date: <del>9/30/2010</del> <u>1-14-2011</u> <i>ANA</i>			
14. Statement of Work: <u>1/17/2011</u>			
<b>Specific Recovery Act Statement of Work</b>			
<p>Carryover funding in the amount of \$100,000 is authorized for ED1907010-05794-1004393-IAC (2009), ED1907042-05794-1004397-Best Practices/SEN (2009). These funds are made available for Solicitation #20653 - ITP 3: IAC and Plant Best Practices: ORNL. Expand existing capability and create new national, state, local and regional capability to deliver industrial energy efficiency and environmental technical assistance to key industrial manufacturing facilities. From the recent State Save Energy Now solicitation, responders have planned out more comprehensive programs than funding would allow. By increasing the number of awards and enlarging the scope of others, energy efficiency support jobs can be quickly created. In addition, the 26 Industrial Assessment Centers around the U.S. are currently cutting the number of assessments they conduct to small and medium sized plants due to Federal funding reductions. By restoring funding, the centers have the capability to quickly marshal resources to increase the number of assessments, provide implementation support to plants to make new energy investments, and to train Manufacturing Extension Partnership centers around the U.S. to include energy efficiency services in their work with small businesses. The technical assistance provided through this investment will result in cost savings measures which will slow or stop some of the hemorrhaging of jobs in the manufacturing sector while simultaneously growing and creating the local capability to continue providing these resources post Recovery Act funds. CFO Project Code: 2004310. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy.</p> <p>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1907010-1004393 Project Code: 2004310 Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1907042-1004397 Project Code: 2004310</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.</p>			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			



16. Work Authorization Program Official:		
Name (typed): Douglas E. Kaempf, Program Manager	Signature: 	Date: 1/11/10
17. DOE Field Organization Official:		
Name (typed): JOHNNY O. MOORE	Signature: 	Date: 4/1/10
18. Contractor's Authorized Representative:		
Name (typed): D.C. CHRISTENSEN	Signature: 	Date: 3/30/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): MARK A. MILLER	Signature: 	Date: 3/30/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

FED 10-6018RA AFP Jan

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

**Task 1 – Complete New and Enhanced Save Energy Now Assessments**

**Milestone – Ensure that a minimum of 100 new and enhanced Save Energy Now assessments are completed**

**Task 2 – Complete Technical Assistance Activities to support Save Energy Now Assessments**

**Milestone – Ensure that 14 Technical Assistance support activities (\$25K each) are completed**

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 1-31-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final brief letter report to the sponsor's designated representative.

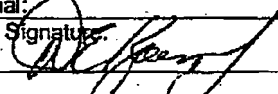


### Section C: Contractor Recovery Act Deliverables

**Task 1 – Complete New and Enhanced Save Energy Now Assessments**

**Deliverable, Letter report documenting that assessments have been completed**

**Task 2 – Complete Technical Assistance Activities to support Save Energy Now Assessments**

**Deliverable, Letter report documenting that technical assistance activities have been completed**

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Chien-Wei Li		Organization Code:	Telephone No:
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code:	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20421-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u> ✓	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1904032-05794-1004383 (2009)	\$8,408,822	\$332,257	\$8,741,079 ✓
<i>3/15/10 - 1/15/2011</i>			
11. Performance period covered by funds: From: <del>9/30/2009</del> To: <del>9/30/2010</del>		12. Work Start Date: 10/1/2009 <i>3/15/2010</i>	13. Expected Completion Date: <del>9/30/2010</del> <i>1/15/2011</i> (7/10)
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$332,257 is authorized for ED1904032-05794-1004383-IMF (2009). These funds are made available for Solicitation #20421 - Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies. Funding for this activity will expand collaborative activity to accelerate the transition of scientific discoveries into industrial application. This funding will support Materials/Manufacturing Technology - ORNL will issue an RFP for advancement of materials/manufacturing technology. Focus areas will be strategic materials such as titanium and magnesium; structural materials such as high temperature steels; energy storage and production materials; and advanced/field/transient processing technologies. This project area is crosscutting by supporting manufacturing needs of hydrogen, wind, solar, vehicles, and biomass technologies. CFP Project Code: 2004320. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1904032-1004383 Project Code: 2004320</b> Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf, Program Manager	Signature: 	Date: 1/7/10	
17. DOE Field Organization Official:			
Name (typed): <i>Johnny O. Moore</i>	Signature: 	Date: 4/1/10	
18. Contractor's Authorized Representative:			
Name (typed): <i>Dr. Christensen</i>	Signature: 	Date: 3/30/2010	
19. DOE Contracting Officer (or delegated representative)			

Name (typed): <u>Mark A. Mallon</u>	Signature: <u>Mark A. Mallon</u>	Date: <u>3/30/10</u>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

FED 10-6018RA AFP Jan

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans

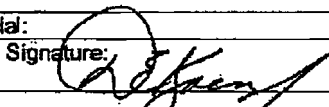
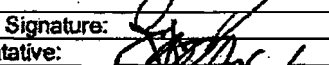
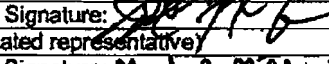
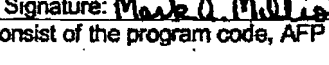
Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.  
Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Chien-Wei Li		Organization Code:	Telephone No:
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code:	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 9	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1908000-05794-1004889 (2009)	\$1,821,681	\$61	\$1,821,742
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> 3-15-2010		12. Work Start Date: 10/1/2009 3-15-2010	13. Expected Completion Date: <del>9/30/2010</del> 1-19-2011 <i>on hold</i>
14. Statement of Work: 1-17-2011 <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$61 is authorized for ED1908000-05794-1004889-Energy-Int Proc R&D (2009). These funds are made available for Project #20416 - Energy-Intensive Processes R&D. These funds are to be distributed to Agreement # 18974-Architected Nanomembranes for In-Situ Energy Conversion in accordance with AOP# RAED002. This one year, concept definition study will consist of engineering concept studies and lead to an analysis of the technological and economic impacts of a unique architecture in nanocomposites membranes. CFO Project Code: 2004320. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1908000-1004889 Project Code: 2004320</b> Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf, Program Manager	Signature: 	Date: 1/7/10	
17. DOE Field Organization Official:			
Name (typed): <i>Johnny O. Moore</i>	Signature: 	Date: 1/1/10	
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen	Signature: 	Date: 3/30/2010	
19. DOE Contracting Officer (or delegated representative):			
Name (typed): Mark A. Mullion	Signature: 	Date: 3/30/10	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion

Milestone – Complete evaluation of engineering processing concepts for architected nanocomposite membranes; August 2010

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels

Milestone – Complete analysis of extending technology to unconventional sources of carbon-based compounds; August 2010

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys

Milestone – Complete initial processing trials and characterization of materials with and without electromagnetic stirring; August 2010

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)

Milestone – Identify preferable molecular structures of ionic liquids and synthesis parameters based on characterization of nanostructures, crystalline phases and PV; May 2010

Task 5 – Nanocomposite Materials for Lithium Ion Batteries

Milestone – Develop transport models & complete characterizations; September 2012

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures

Milestone – Complete optical evaluation of quantum dot structures; June 2010

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations

Milestone – Develop scalable methodology for preparing supported mesoporous carbon membranes supported on anodized alumina membranes for gas separation; August 2010

Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries

Milestone – Determine optimal PIP parameters for achieving desired performance from Thin Film Battery cathodes; August 2010

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers

Milestone – Submit draft report with results of field corrosion probe studies; June 2012

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2012, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion

Deliverable, Final Report

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels

Deliverable, Final Report

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys

Deliverable, Final Report

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)

Deliverable, Final Report

Task 5 – Nanocomposite Materials for Lithium Ion Batteries

Deliverable, Final Report

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures

Deliverable, Final Report

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations

Deliverable, Final Report

Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries

Deliverable, Final Report

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers

Deliverable, Final Report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Energy-Intensive Processes R&D		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Chien-Wei Li		Organization Code:	Telephone No:
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz		Organization Code:	Telephone No: (202) 287-5588
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue Telephone No: (865) 574-4351	
8. Work Authorization Number: * IF-470002-20416-10		9. Revision Number: 10	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u> ✓	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1908000-05794-1004889 (2009)	\$1,821,881 # 1,821,742	\$258	\$1,821,939 - 1,822,000. <i>mwp</i>
11. Performance period covered by funds: From: <del>10/1/2009</del> To: <del>9/30/2010</del> <i>3-15-2010</i>		12. Work Start Date: <del>10/1/2009</del> <i>3-15-2010</i>	13. Expected Completion Date: <del>9/30/2010</del> <i>1-14-2011</i> <i>mwp</i>
14. Statement of Work: <i>1-14-2011</i>			
<b>Specific Recovery Act Statement of Work</b>			
<p>Carryover funding in the amount of \$258 is authorized for ED1908000-05794-1004889-Energy-Int Proc R&amp;D (2009). These funds are made available for Project #20416 - Energy-Intensive Processes R&amp;D. These funds are to be distributed to Agreement # 18977-Nanocatalytic conversion of biomass into second-generation biofuels; This concept definition project will focus on the potential for nanocatalysis in playing a significant role in the development of efficient processes for biomass conversion into biofuels. Second-generation biofuels. In particular, this study will focus on economical, naturally abundant clay-based layered nanocatalysts, and will evaluate issues related to production of the nanocatalysts and their performance in reducing waste and energy usage in the production of biofuels and chemicals from renewable sources. CFO Project Code: 2004320. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy.</p> <p>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1908000-1004889 Project Code: 2004320</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.</p>			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Douglas E. Kaempf Program Manager	Signature: <i>[Signature]</i>	Date: <i>11/7/10</i>	
17. DOE Field Organization Official:			
Name (typed): <i>Johnny D. Moore</i>	Signature: <i>[Signature]</i>	Date: <i>4/1/10</i>	
18. Contractor's Authorized Representative:			
Name (typed): <i>D.C. Christensen</i>	Signature: <i>[Signature]</i>	Date: <i>3/30/2010</i>	
19. DOE Contracting Officer (or delegated representative)			
Name (typed): <i>Mark R. Million</i>	Signature: <i>Mark A. Million</i>	Date: <i>3/30/10</i>	



\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

FED 10-8018RA AFP Jan

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion

Milestone – Complete evaluation of engineering processing concepts for architected nanocomposite membranes; August 2010

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels

Milestone – Complete analysis of extending technology to unconventional sources of carbon-based compounds; August 2010

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys

Milestone – Complete initial processing trials and characterization of materials with and without electromagnetic stirring; August 2010

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)

Milestone – Identify preferable molecular structures of ionic liquids and synthesis parameters based on characterization of nanostructures, crystalline phases and PV; May 2010

Task 5 – Nanocomposite Materials for Lithium Ion Batteries

Milestone – Develop transport models & complete characterizations; September 2012

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures

Milestone – Complete optical evaluation of quantum dot structures; June 2010

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations

Milestone – Develop scalable methodology for preparing supported mesoporous carbon membranes supported on anodized alumina membranes for gas separation; August 2010

Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries

Milestone – Determine optima PIP parameters for achieving desired performance from Thin Film Battery cathodes; August 2010

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers

Milestone – Submit draft report with results of field corrosion probe studies; June 2012

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2012, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 – Architected Nanomembranes for In-Situ Energy Conversion

Deliverable, Final Report

Task 2 – Nanocatalytic Conversion of Biomass into Second-Generation Biofuels

Deliverable, Final Report

Task 3 – Oxide-Nanoparticle Containing Coatings for High Temperature Alloys

Deliverable, Final Report

Task 4 – Synthesis of Highly Ordered TiO<sub>2</sub> Nanotubes using Ionic Liquids for Photovoltaics (PV)

Deliverable, Final Report

Task 5 – Nanocomposite Materials for Lithium Ion Batteries

Deliverable, Final Report

Task 6 – Pulsed Thermal Processing of Self-Assembled Quantum Dot Structures

Deliverable, Final Report

Task 7 – Mesoporous Carbon Membranes for Selective Gas Separations

Deliverable, Final Report

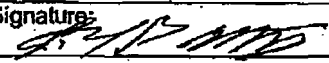
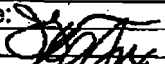
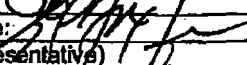
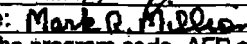
Task 8 – Nanocrystallization of LiCoO<sub>2</sub> Cathodes for Thin Film Batteries

Deliverable, Final Report

Task 9 – Improving Heat Recovery in Biomass-Fired Boilers

Deliverable, Final Report

<b>U.S. DEPARTMENT OF ENERGY</b>			
<b>CONTRACT WORK AUTHORIZATION</b>			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Shawn Herrera                      Organization Code: EE-2L                      Telephone No: (202) 586-1511			
3. Headquarters Budget Point of Contact: Name: Tomiko Williams-Edwards                      Organization Code:                      Telephone No: (202) 586-2828			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley                      Telephone No:	
8. Work Authorization Number: * FB-470002-20454-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EL1702010-05794-1004578 (2009)	\$0	\$65,000	\$65,000
11. Performance period covered by funds: From: 3/1/2010 To: 9/30/2010		12. Work Start Date: 3/1/2010	13. Expected Completion Date: 9/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$65,000 is authorized for EL1702010-05794-1004578-ESPC.(2009). These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement # 19079-ORNL- Technical Guidance and Assistance in accordance with AOP# 2004160. ARRA Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government. ORNL will provide technical assistance to enhance and accelerate FEMP service functions to the Federal government using the American Recovery and Reinvestment Act (ARRA) funds. ORNL will provide services in the following areas: Initial and/or feasibility of a particular technology; Project prioritization; Strategic energy planning and benchmarking; Technical reviews of designs and proposals; Energy audit training; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; Resource Efficiency Energy Managers; Operations and maintenance; Evaluate financial strategies, procurement specifications, and acceptance of installed systems; all of the above with special emphasis on particular technologies in the areas of the labs' expertise. ORNL will provide project management support activities to include follow-up with the agency, completion of technical assistance reports, participation in technical assistance conference calls, quarterly joule reporting, and monthly project updates to the FEMPCentral database. Technical assistance to agencies must be approved by the Federal Energy Management Program. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EL1702010-1004578 Project Code:</b> Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			

<b>16. Work Authorization Program Official:</b>		
Name (typed): Richard G. Kidd IV, Program Manager	Signature: 	Date: 2/23/10
<b>17. DOE Field Organization Official:</b>		
Name (typed): JOHNNY D. MOORE	Signature: 	Date: 3/31/10
<b>18. Contractor's Authorized Representative:</b>		
Name (typed): D.C. Christensen	Signature: 	Date: 2/20/2010
<b>19. DOE Contracting Officer (or delegated representative)</b>		
Name (typed): MARK A. MILLER	Signature: 	Date: 3/20/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

<p><b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b></p> <p>ORNL must complete Technical Assistance reports by September 30, 2010.</p>
<p><b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b></p> <p>ORNL must complete kick-off meetings, site visits if applicable, and complete Technical Assistance Reports.</p>
<p><b>Section C: <u>Contractor Recovery Act Deliverables</u></b></p> <p>Kick-Off Meetings – Complete by March 30, 2010  Site Visits (if applicable) – Complete by June 30, 2010  Technical Assistance Report – Complete by September 30, 2010</p>

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

## OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB0000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	0.00	19,300,000.00	19,300,000.00
<i>AY 2009 - Work Authorization Number BA-470002-20842-10; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1005306	39EB0000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
<i>AY 2009 - Work Authorization Number BA-470002-20887-10; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	34,000,000.00	0.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<i>AY 2009 - Work Authorization Number BM-470002-20472-10; Appropriation Number: 8909/100331</i>														
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20742-10; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
<i>AY 2009 - Work Authorization Number BT-470002-20743-10; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<i>AY 2009 - Work Authorization Number: BT-470002-20745-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<i>AY 2009 - Work Authorization SL-470002-20479-10 Appropriation # 8909/100331.91</i>														
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<i>AY 2009 - Work Authorization Number WW-470002-20464-10 Appropriation 8909/10-0331</i>														
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	20,900,000.00	0.00	20,900,000.00	20,900,000.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10; Appropriation Symbol: 8909/100331 \$20,000,000</i>														
<i>Work Authorization Number: BA-470002-20842-10: Appropriation Symbol: 8909/100331 \$900,000</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	20,900,000.00	0.00	20,900,000.00	20,900,000.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<i>AY 2009 - Work authorization number GT-470002-20685-09 Rev 0 (\$579,000), Rev 1 (\$651,000), 2(\$90,000), and 3 (\$600,000) for a total of \$1,920,000; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	0.00	400,000.00	550,291.32
<i>AY 2009 - Work Authorization Number 470002-20476-10; Appropriation Symbol 8909/100331</i>														
<i>Work Authorization Number: 470002-20698-10; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	0.00	750,205.00	900,496.32

Fiscal Year: 2010  
 Fiscal Month: 07  
 Financial Plan Number: 6  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: April 5, 2010 at 01:12:18 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,408,822.00	332,257.00	8,741,079.00	19,143,028.12
<i>AY 2009 - Work Authorization Number: IF-470002-20421-10 \$8,408,822; Work Authorization Number: IF-470002-20421-10 Rev 1 \$332,257; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	0.00	52,917.00	52,917.00	52,917.00
<i>AY 2009 - Work Authorization Number IF-470002-20653-10 Rev 0 \$27,787; Work Authorization Number IF-470002-20653-10 Rev 1 \$25,130; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	0.00	130,639.00	130,639.00	1,355,439.00
<i>AY 2009 - Work authorization number IF-470002-40653-09 Rev 0 \$1,224,800; Work authorization number IF-470002-40653-10 Rev 0 \$55,769; Work authorization number IF-470002-40653-10 Rev 1 \$74,870; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,821,681.00	319.00	1,822,000.00	4,898,640.05
<i>AY 2009 - Work Authorization Number IF-470002-20416-10 \$1,821,681; Work Authorization Number IF-470002-20416-10 Rev 9 \$61; Work Authorization Number IF-470002-20416-10 Rev 10 \$258; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,230,503.00	516,132.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	0.00	65,000.00	65,000.00	711,120.72
<i>AY 2009 - Work Authorization Number: FB-470002-20454-09 Rev 4 (\$111,000), Rev 5 (\$20,000) for a total of \$655,000; Work Authorization Number: FB-470002-20454-10 Rev 1 \$65,000; Appropriation Symbol: 8909/100331;</i>														
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	0.00	65,000.00	65,000.00	2,215,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	79,251,708.00	581,132.00	79,832,840.00	112,085,376.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	0.00	0.00	16,789,712.89
<i>AY 2009 - Work Authorization Number: WI-470002-20458-09 \$16,800,000; Work Authorization Number: WI-470002-20458-09 Rev 3 (\$4,700,000); Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	0.00	0.00	0.00	16,789,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Recipient Code: OR</b>										60,610,257.80	85,051,708.00	581,132.00	85,632,840.00	146,243,097.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	85,051,708.00	581,132.00	85,632,840.00	146,243,097.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	85,051,708.00	581,132.00	85,632,840.00	146,243,097.80

Financial Plan Number: 6

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

Report Generated on: April 5, 2010 at 01:12:18 PM

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	581,132.00
Grand Total:	581,132.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. 364	3. EFFECTIVE DATE 04/01/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement

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



14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N

See Page 2.

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/8/2010
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 04/09/2010  (Signature of Contracting Officer)

The purpose of this modification is to: (1) incorporate into Section H of the contract special terms and conditions defining activities of unusually hazardous or nuclear risk for which the contractor has been provided Public Law 85-804 indemnification, and (2) incorporate Federal Acquisition Regulation (FAR) clause **52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984)** into the contract. All other terms and conditions remain unchanged.

Therefore, the contract is modified as follows:

- 1) Clause **H-49, DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK FOR FAR CLAUSE 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804** is hereby incorporated into the contract as follows:

**“H-49 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK FOR FAR CLAUSE 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804**

- a. The term “a risk defined in this contract as unusually hazardous or nuclear” as used in FAR Clause 52.250-1 means the risk of legal liability to third parties (including legal costs as defined in paragraph jj. of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2014jj., notwithstanding the fact that the claim or suit may not arise under section 170 of said Act) arising from actions or inactions in the course of the following performed by the Contractor under this contract:

- (1) Participation in the following nonproliferation endeavors —

The high priority national security work provided by the Contractor involving highly specialized technical services on behalf of the Department of Energy in support of a joint U.S.-Russian plutonium disposition program. This work by the Contractor which may take place inside or outside the United States, involves the development of safe facilities and processes for the formulation, fabrication, packaging and transportation, management, storage, use, and disposal of plutonium oxide and mixed plutonium oxide nuclear reactor fuel (hereinafter “MOX fuel” refers to both forms of fuel) and spent MOX fuel, in a nonproliferation effort on behalf of the United States.

- (2) Activities on behalf of the Department of Energy involving weapons usable materials in a nonproliferation effort on behalf of the United States, outside the United States, as described in (i) through (iv):
  - (i) The Department of Energy’s transparency monitoring activities in Russia under the U.S.-Russian Agreement Concerning the Disposition

of Highly Enriched Uranium Extracted from Nuclear Weapons dated January 18, 1993; and any extension or modification thereof;

- (ii) Inspection, packaging, transportation, and storage of weapons usable nuclear materials located in the Former Soviet Union, including Russia, provided that the work has been directed by the Secretary of Energy, the Deputy Secretary of Energy, or an Under Secretary;
- (iii) Participation in the Department of Energy's nuclear materials protection and accountability programs in Russia, Ukraine, Kazakhstan, and Belarus, including developing such systems and consulting and training individuals, or international inspectors on such systems under the:

Agreement between the Department of Energy of the United States of America and the Federal Nuclear and Radiation Safety Authority of the Russian Federation to Cooperate on National Protection, Control, and Accounting of Nuclear Materials dated 2 October 1999;

Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Kazakhstan concerning Control, Accounting, and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation dated 13 December 1993;

Agreement between the Department of Defense of the United States of America and the Ukrainian State Committee on Nuclear and Radiation Safety concerning Development of State Systems of Control, Accounting, and Physical Protection of Nuclear Materials to Promote the Prevention of Nuclear Weapons Proliferation from Ukraine dated 18 December 1993;

Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Belarus concerning Control, Accounting, and Physical Protection of Nuclear Materials to Promote the Prevention of Nuclear Weapons Proliferation dated 23 June 1995;

Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Control, Accounting, and Physical Protection of Nuclear Materials dated 30 January 1996; and

Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation

for Atomic Energy on Protection, Control, Accounting of Nuclear Materials dated 30 June 1995;

- (iv) Agreement between the United States of America and the Government of the Russian Federation on the Exchange of Technical Information in the Field of Nuclear Warhead Safety and Security dated 16 December 1994. This Agreement referred to as WSSX is the Agreement under which DOE/NN-42's Russian Lab-to-Lab Warhead Dismantlement Transparency Program is proceeding; and
- (3) Other United States-sponsored activities outside the United States, as requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or an Under Secretary and provided that the request or approval specifically makes the indemnity provided by this clause applicable thereto, involving:
- (i) Transparency monitoring activities;
  - (ii) Inspection, packaging, transportation, and storage of weapons-usable nuclear materials;
  - (iii) Nuclear materials protection, control and accountability programs known as the Material Protection Control and Accounting Systems;
  - (iv) Other nonproliferation work relating to weapons-usable nuclear materials and materials of mass destruction; and
  - (v) Design, construction, and operation of facilities to manufacture, use, or dispose of MOX fuel or plutonium in the Russian Federation, other than the work identified in (1) above.
- (4) Assistance to the Department of Energy's Russian Research Reactor Fuel Return (RRRFR) Program to repatriate Russian-origin highly enriched uranium (HEU) nuclear materials from research reactors outside of the United States. Assistance includes project planning, project management, technical support, and contracting for –
- (i) the preparation, loading, and transportation of HEU nuclear materials and spent nuclear fuel from Belarus, Bulgaria, the Czech Republic, the Democratic People's Republic of Korea, Germany, Hungary, Kazakhstan, Latvia, Libya, Poland, Romania, Serbia, Ukraine, Uzbekistan, and Vietnam to the Russian Federation, and

- (ii) the processing, conditioning, and storage of HEU nuclear materials, spent nuclear fuel, and associated waste streams within the Russian Federation.
  - (5) As requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary, or an Under Secretary, non-proliferation, emergency response, antiterrorism and similar critical national security activities involving the use, detection, identification, assessment, control, containment, dismantlement, characterization, packaging, transportation, movement, storage, or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices; provided that the activity relates to materials that are weapon usable or otherwise have the potential for mass destruction and further provided that the request or approval specifically makes the indemnity provided by the clause applicable to that particular activity.
  - b. The unusually hazardous or nuclear risks described above are indemnified only to the extent that they are not covered by the Price-Anderson Act (section 170d. of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210d.) or where the indemnification provided by the Price-Anderson Act is limited by the restriction on public liability imposed by section 170e. of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210e.) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the contractor is exposed.”
- 2) Clause I.96, **52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804. (APR 1984) – ALTERNATE I (APR 1984)** is hereby incorporated into the contract as follows:
- “I.96 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984)**
- (a) “Contractor’s principal officials,” as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing—
    - (1) All or substantially all of the Contractor’s business;
    - (2) All or substantially all of the Contractor’s operations at any one plant or separate location in which this contract is being performed; or
    - (3) A separate and complete major industrial operation in connection with the performance of this contract.
  - (b) Under Public Law 85-804 ([50 U.S.C. 1431-1435](#)) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government

shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against—

- (1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
  - (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
  - (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.
- (c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.
- (d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for—
- (1) Government claims against the Contractor (other than those arising through subrogation); or
  - (2) Loss or damage affecting the Contractor's property.
- (e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.
- (f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is

just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall—

- (1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;
- (2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
- (3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
- (4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are—

- (1) Excepted from the release required under this contract's clause relating to allowable cost; and
- (2) Not affected by this contract's Obligation of Funds clause.”



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

April 20, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 365**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,000,000 to the contract for Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased from \$11,139,022,293.54 to \$11,141,022,293.54.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 365	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC004452	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3. Net Increase: \$2,000,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

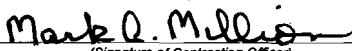
The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Recovery TAS::89 0331::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 04/20/2010

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/365

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See Page 3.</p> <p>FOB: Destination</p> <p>Period of Performance: 04/01/2000 to 03/31/2015</p>				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,000,000 to the contract for Office of Energy Efficiency and Renewable Energy projects identified in the Work Authorizations reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$2,000,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,139,022,293.54 to \$11,141,022,293.54.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-20440-10 (Revision No. 1)	SEP/EECBG/WAP ARRA 2009-2012 Integration Projects
WI-470002-20440-10 (Revision No. 2)	SEP/EECBG/WAP ARRA 2009-2012 Integration Projects
WI-470002-20458-09 (Revision No. 3)	EECBG Formula Grants Technical Assistance
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBGWAP ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Mark Bailey		Organization Code:	Telephone No: (202) 586-9424
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin Telephone No: (865) 574-8688	
8. Work Authorization Number: * WI-470002-20440-10		9. Revision Number: 2	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0302000-05798-1004902 (2009)	\$0	\$2,000,000	\$2,000,000
<i>11/1/2010, NCL</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 11/1/2010	13. Expected Completion Date: <del>9/30/2010</del> 9/30/2012
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$2,000,000 is authorized for WI0302000-05798-1004902-SEP Special Projects (2009). These funds are made available for Project #20440 - SEP/EECBGWAP ARRA 2009-2012 Integration Project. These funds are to be distributed to Agreement # 20893-FY 10 ACEEE / SEP Program Enhancement Tools - 2010 - ARRA 1004902. Oak Ridge National Laboratory's contractor will develop a national program tools for states to support the State Energy Program (SEP). Funding shall be divided for Program Technical Assistance by ORNL and service providers for outreach to states, local communities, and tribes for information dissemination and assistance with the design and implementation of efficiency policies and programs especially in the areas of energy, cost, and demand savings; renewable energy generation; carbon reduction; sustainable project and job creation in the amount of \$1,500,000 and \$500,000 for work with states to identify energy efficiency potential studies for achieving lasting energy savings. The contractor will work with policymakers, regulators, utilities, and other interested parties to advance the use of cost-effective energy efficiency as a public resource. Individual projects may consist of research, information dissemination and assistance with the design and implementation of efficiency policies and programs especially in the areas of energy, cost, and demand savings; renewable energy generation; carbon reduction; and job creation. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: WI0302000-1004902 Project Code: 1004902</b> Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Claire Johnson, Program Manager	Signature: <i>[Signature]</i>	Date: 2/4/10	

17. DOE Field Organization Official:		
Name (typed):	Signature:	Date:
Michelle G. Baanton	M.G. Baanton	3/25/10
18. Contractor's Authorized Representative:		
Name (typed):	Signature:	Date:
D.C. Christensen	D.C. Christensen	3/25/2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed):	Signature:	Date:
MARK A. MILLION	Mark A. Million	3/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

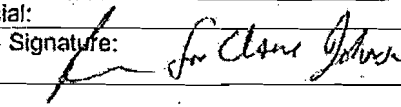
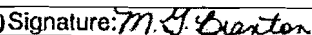
1. Preparation of proposed projects and implementation plans: 4th quarter of FY 2010. 2. Meeting with stakeholders, ORNL, and DOE: 4th quarter of FY 2010. 3. Initiation of projects and program activities: 1st quarter of FY 2011. 4. Completion of all program efforts: 3rd quarter of FY 2012 5. Completion of draft and final reports: 4th quarter of FY 2012

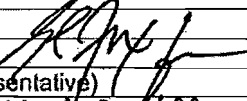
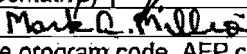
**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

Reports on: National energy, cost, and demand savings attributable to ACEEE / SEP activities for Program Years 2010-2012; Renewable energy generation attributable to ACEEE / SEP activities for Program Years 2010-2012; Carbon emission reductions attributable to ACEEE / SEP activities for Program Years 2010-2012 Job creation attributable to SEP ACEEE / SEP activities for Program Years 2010 -2012

**Section C: Contractor Recovery Act Deliverables:**

Interim reports documenting progress and findings from studies of individual programmatic activities; Draft report documenting: energy, cost, and demand savings; renewable energy generation; carbon reduction; and job creation attributable to ACEEE / SEP activities for Program Years 2010-2012; Final report documenting same topics addressed in draft report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBG/WAP ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Mark Bailey		Organization Code:	Telephone No: (202) 586-9424
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin Telephone No: (865) 574-8688	
8. Work Authorization Number: * WI-470002-20440-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0302000-05798-1004902 (2009)	\$0	\$4,700,000	\$4,700,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 1/1/2010	13. Expected Completion Date: <del>9/30/2010</del> 9/30/2012
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$4,700,000 is authorized for WI0302000-05798-1004902-SEP Special Projects (2009). These funds are made available for Project #20440 - SEP/EECBG/WAP ARRA 2009-2012 Integration Projects. These funds are to be distributed to Agreement # 20877-Recovery Act Technical and Communications Support for SEP/EECBG TAS 8909/100331.91 CPS Project ID: 2004350 in accordance with AOP# OR22725 ARRA. Funding is provided to initiate and award a competitive solicitation for \$14 Million. The four competitive solicitation areas of interest are: State and Local Infrastructure, Building Efficiency, Financial Mechanisms, and Program Design and Implementation. The purpose of this solicitation is to provide States with technical and communications support for SEP & EECBG. Activities include developing, implementing and providing a regional coordination structure to support state efforts and strategic program implementation of SEP & EECBG. Specific technical assistance to states will include program and project support of State and Local Infrastructure, Building Efficiency, Financial Mechanisms, and Program Design and Implementation. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: WI0302000-1004902 Project Code: 1004902 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the Identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Claire Johnson, Program Manager		Signature: 	Date: 2/2/10
17. DOE Field Organization Official:			
Name (typed): Michele G. Branigan		Signature: 	Date: 3-25-10

18. Contractor's Authorized Representative:		
Name (typed): <u>D.C. Christensen</u>	Signature: 	Date: <u>3/25/2010</u>
19. DOE Contracting Officer (or delegated representative)		
Name (typed): <u>MARK A. MILLION</u>	Signature: 	Date: <u>3/22/10</u>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

1. Develop solicitation
2. Evaluate respondents
3. Report proposed awards to SEP HQ Staff
4. Make Awards
5. Monitor Contract Awards

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

**Report:** 1. National energy, cost, and demand savings attributable to SEP projects or recommendations resulting from projects for Program Years 2008, 2009, and 2010 2. Renewable energy generation attributable to SEP projects or recommendations resulting from projects for Program Years 2008 -2010 Carbon emission reductions attributable SEP projects or recommendations resulting from projects for Program Years 2008 – 2010 Job creation attributable to SEP projects or recommendations resulting from projects for Program Years 2008 - 2010. Project savings in the above categories for near term implementation (2011 - 2015).

**Section C: Contractor Recovery Act Deliverables:**

Interim reports documenting progress and findings from individual awards or activities. Draft report documenting: energy, cost, and demand savings; renewable energy generation; carbon reduction; and job creation attributable to SEP for PY 2008 – 2010 and projections thereafter. Final report documenting same topics addressed in draft report.



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Mark Bailey		Organization Code:	Telephone No: (202) 586-9424
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin Telephone No: (865) 574-8688	
8. Work Authorization Number: * WI-470002-20458-09		9. Revision Number: 3	
10. Funds Authorized during FY 2009 :			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116	\$16,800,000	-\$4,700,000	\$12,100,000
11. Performance period covered by funds: From: 10/1/2008 To: 9/30/2009		12. Work Start Date: 10/1/2008	13. Expected Completion Date: <del>030/2009</del> 9/30/2012 mmk
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Funding in the amount of (\$4,700,000) is withdrawn from WI1001020-05796-1005116-EECBG Form Grants TA. These funds were made available for Project #20458 - EECBG Formula Grants Technical Assistance . These funds were to be distributed to Agreement # 19423-Recovery Act Technical and Communications Support for SEP/EECBG TAS 8909/100331.91 CPS Project ID: 2004350 in accordance with AOP# OR22725 ARRA. This funding action withdraws \$4.7 Million from the competitive solicitation of \$14 Million. The action returns the funds to Headquarters for redirection from Headquarters. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: WI1001020-1005116 Project Code: Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Claire Johnson, Program Manager		Signature: <i>Claire Johnson</i>	Date: 3/16/10
17. DOE Field Organization Official:			
Name (typed): <i>Michelle G. Branton</i>		Signature: <i>M. G. Branton</i>	Date: 3/25/10
18. Contractor's Authorized Representative:			
Name (typed): <i>D.C. Christensen</i>		Signature: <i>D.C. Christensen</i>	Date: 3/25/2010
19. DOE Contracting Officer (or delegated representative)			
Name (typed): <i>Mark A. Milson</i>		Signature: <i>Mark A. Milson</i>	Date: 3/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

**Section B: Contractor Recovery Act Performance Outcomes and Measures: rformance Outcomes and Measures:**

**Section C: Contractor Recovery Act Deliverables:**

FED 10-10115S AFP Sep

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: April 8, 2010 at 08:12:37 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	0.00	19,300,000.00	19,300,000.00
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	34,000,000.00	0.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	20,900,000.00	0.00	20,900,000.00	20,900,000.00
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	20,900,000.00	0.00	20,900,000.00	20,900,000.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	0.00	400,000.00	550,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	0.00	750,205.00	900,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	0.00	65,000.00	711,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	65,000.00	0.00	65,000.00	2,215,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	79,832,840.00	0.00	79,832,840.00	112,085,376.72

Financial Plan Number: 7

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: April 8, 2010 at 08:12:37 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	0.00	-4,700,000.00	-4,700,000.00	12,089,712.89
<i>AY 2009 - Work Authorization Number: WI-470002-20458-09 \$16,800,000; Work Authorization Number: WI-470002-20458-09 Rev 3 (\$4,700,000) ;Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	0.00	-4,700,000.00	-4,700,000.00	12,089,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	0.00	-4,700,000.00	-4,700,000.00	12,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	0.00	6,700,000.00	6,700,000.00	6,700,000.00
<i>AY 2009 - Work Authorization number WI-470002-20440-10 Rev 1 \$4,700,000; Work Authorization number WI-470002-20440-10 Rev 2 \$2,000,000; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: WI0300000</b>										0.00	0.00	6,700,000.00	6,700,000.00	6,700,000.00
<b>Total for Fund Type: ZX</b>										0.00	0.00	6,700,000.00	6,700,000.00	6,700,000.00
<b>Total for Recipient Code: OR</b>										60,610,257.80	85,632,840.00	2,000,000.00	87,632,840.00	148,243,097.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	85,632,840.00	2,000,000.00	87,632,840.00	148,243,097.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	85,632,840.00	2,000,000.00	87,632,840.00	148,243,097.80

Financial Plan Number: 7

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: April 8, 2010 at 08:12:37 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	2,000,000.00
Grand Total:	2,000,000.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

April 26, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 366**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$4,000,000 to the contract. This action involves the obligation of \$5,000,000 for one Office of Energy Efficiency and Renewable Energy (EERE) project and the de-obligation of \$1,000,000 from another EERE project. The total amount of funds obligated under this contract since its inception is increased from \$11,141,022,293.54 to \$11,145,022,293.54.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 366	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005088	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,000,000.00  
See Page 3.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The administrative office (administrative contracting activity) for this award/modification/amendment is 00518.

The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).

Subj to Retent: N

Recovery TAS::89 0331::TAS

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/26/2010



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-00OR22725/366	2	3

NAME OF OFFEROR OR CONTRACTOR  
 UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Page 3.  FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

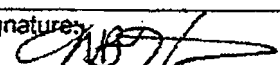
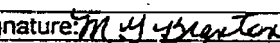
- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$4,000,000 to the contract. This action involves the obligation of \$5,000,000 for one Office of Energy Efficiency and Renewable Energy (EERE) project and the de-obligation of \$1,000,000 from another EERE project. The Work Authorizations for these projects are reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$4,000,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,141,022,293.54 to \$11,145,022,293.54.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):


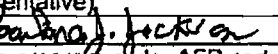
<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-20440-10 (Revision No. 0)	SEP/EECBG/WAP ARRA 2009-2012 Integration Projects
WI-470002-20440-10 (Revision No. 3)  (Number from Block 8 of the Work Authorization)	SEP/EECBG ARRA 2009-2012 Integration Projects

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBGWAP ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Mark Bailey		Organization Code:	Telephone No: (202) 586-9424
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: <del>ALLIANCE FOR SUSTAINABLE ENERGY, LLC</del> UT-BATTELLE (ORNL), NCL		7b. Contractor Point of Contact: Name: Joel Eisenberg Telephone No: (202) 479-0439	
8. Work Authorization Number: * WI-471999-20440-10		9. Revision Number: N1-470002-20440-10 X 0 NCL	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0302000-05798-1004902 (2009)	\$0	\$5,000,000	\$5,000,000
<i>11/1/2010, NCL</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 11/1/2010, NCL	13. Expected Completion Date: <del>9/30/2010</del> 2012, NCL
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$5,000,000 is authorized for WI0302000-05798-1004902-SEP Special Projects (2009). These funds are made available for Project #20440 - SEP/EECBGWAP ARRA 2009-2012 Integration Projects. These funds are to be distributed to Agreement # 19019-ORNL SEP Evaluation & Analysis - The American Recovery and Reinvestment Act of 2009: 2004370, CID #OR22725 for award to Oak Ridge National Laboratory (ORNL). ORNL will develop a detailed study implementation plan and timeline and will provide ongoing management and oversight of an independent contractor evaluation of the State Energy Program (SEP). The evaluation will address 16 broad types of energy efficiency and renewable energy programs supported by SEP. The primary outcome of the three-year study will be an in-depth report describing the achievements of SEP in terms of four key metrics: energy and demand savings; renewable energy capacity and generation; carbon emissions reductions; and job creation. The field AFP recipient of the funds is responsible for reporting all funding obligations and costs to the Program Management Center and headquarters. The field AFP recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. <b>ARRA funding information: Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: WI0302000-1004902 Project Code: <del>1004902</del> 2004370</b> Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Kathleen B. Hogan, Program Manager		Signature: 	Date: 2/16/10
17. DOE Field Organization Official:			
Name (typed): Michele B. Bawton		Signature: 	Date: 4-15-10
18. Contractor's Authorized Representative: D.C. Christensen			

Name (typed): Dana Christensen	Signature: 	Date: 4-16-2010
19. DOE Contracting Officer (or delegated representative)		
Name (typed): Barbara J. Jackson	Signature: 	Date: 4/16/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.		

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

1. Preparation of detailed study plan: 4th quarter of FY 2010. 2. Kick-off meeting with contractor, ORNL, and DOE: 4th quarter of FY 2010. 3. Initiation of data collection for sampled programmatic activities: 1st quarter of FY 2011. 4. Completion of all data collection efforts: 3rd quarter of FY 2012 5. Completion of draft and final reports: 4th quarter of FY 2012

**Section B: Contractor Recovery Act Performance Outcomes and Measures: rformance Outcomes and Measures:**

National energy, cost, and demand savings attributable to SEP for Program Years 2008, 2009, and 2010; Renewable energy generation attributable to SEP for Program Years 2008 -2010; Carbon emission reductions attributable to SEP for Program Years 2008 – 2010; Job creation attributable to SEP for Program Years 2008 - 2010.

**Section C: Contractor Recovery Act Deliverables:**

Interim reports documenting progress and findings from studies of individual programmatic activities; Draft report documenting: energy, cost, and demand savings; renewable energy generation; carbon reduction; and job creation attributable to SEP for PY 2008 – 2010; Final report documenting same topics addressed in draft report.

FED 10-10105S AFP Mar

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBG ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Mark Bailey                      Organization Code:                      Telephone No: (202) 586-9424			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin                      Telephone No: (865) 574-8688	
8. Work Authorization Number: * WI-470002-20440-10		9. Revision Number: 3	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
WI0302000-05798-1004902 (2009)	\$6,700,000	-\$1,000,000	\$5,700,000
<i>11/1/2010, NCL</i>			
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009 11/1/2010 NCL	
		13. Expected Completion Date: 9/30/2010 9/30/2012, NCL	
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of (\$1,000,000) is withdrawn from WI0302000-05798-1004902-SEP Special Projects (2009). These funds were made available for Project #20440 - SEP/EECBG ARRA 2009-2012 Integration Projects. The project code for this activity is 2004370. These funds were to be distributed to Agreement # 20893-FY 10 ACEEE / SEP Program Enhancement Tools - 2010 - ARRA 1004902 in accordance with AOP. Oak Ridge National Laboratory's contractor will develop a national program tools for states to support the State Energy Program (SEP). The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: WI0302000-1004902 Project Code: <del>1004902</del> 2004370 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official:			
Name (typed): Claire Johnson, Program Manager		Signature: <i>Claire Johnson</i>	Date: 3/12/10
17. DOE Field Organization Official:			
Name (typed): Michele G. BRAWTON		Signature: <i>M. G. Brawton</i>	Date: 4-15-10
18. Contractor's Authorized Representative:			
Name (typed): D.C. Christensen		Signature: <i>D.C. Christensen</i>	Date: 4-16-2010
19. DOE Contracting Officer (or delegated representative):			
Name (typed): Barbara T. Jackson		Signature: <i>Barbara T. Jackson</i>	Date: 4/16/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: April 23, 2010 at 10:52:06 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncoasted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	0.00	19,300,000.00	19,300,000.00
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	34,000,000.00	0.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	0.00	20,000,000.00	20,000,000.00	20,000,000.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10; Appropriation Symbol: 8909/100331 \$20,000,000; Move funding to Major Item of Equipment: Carbon Fiber Semiproduction Equipment MIE: 01VP</i>														
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	20,900,000.00	-20,000,000.00	900,000.00	900,000.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10; Appropriation Symbol: 8909/100331 \$20,000,000; Move funding to Major Item of Equipment Project Carbon Fiber Semiproduction Equipment</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	20,900,000.00	0.00	20,900,000.00	20,900,000.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	0.00	400,000.00	550,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	0.00	750,205.00	900,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	0.00	65,000.00	711,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	65,000.00	0.00	65,000.00	2,215,509.94



Financial Plan Number: 8

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: April 23, 2010 at 10:52:06 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Program Parent/Control Point: WI1100000										2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Fund Type: ZT										32,252,536.72	79,832,840.00	0.00	79,832,840.00	112,085,376.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
Total for Program Parent/Control Point: WI1001000										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
Total for Fund Type: ZV										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
Total for Program Parent/Control Point: WI0702000										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
Total for Fund Type: ZW										11,568,008.19	5,800,000.00	0.00	5,800,000.00	17,368,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	6,700,000.00	4,000,000.00	10,700,000.00	10,700,000.00
AY 2009 - Work Authorization number WI-470002-20440-10 Rev 1 \$4,700,000, Rev 2 \$2,000,000, Rev 3 <\$1,000,000>; Work Authorization number WI-471999-20440-10 Rev 1 \$5,000,000; Appropriation Symbol 8909/100331										0.00	6,700,000.00	4,000,000.00	10,700,000.00	10,700,000.00
Total for Program Parent/Control Point: WI0300000										0.00	6,700,000.00	4,000,000.00	10,700,000.00	10,700,000.00
Total for Fund Type: ZX										0.00	6,700,000.00	4,000,000.00	10,700,000.00	10,700,000.00
Total for Recipient Code: OR										60,610,257.80	87,632,840.00	4,000,000.00	91,632,840.00	152,243,097.80
Total for Reporting Entity: 470002										60,610,257.80	87,632,840.00	4,000,000.00	91,632,840.00	152,243,097.80
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										60,610,257.80	87,632,840.00	4,000,000.00	91,632,840.00	152,243,097.80

Financial Plan Number: 8

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: April 23, 2010 at 10:52:06 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	4,000,000.00
Grand Total:	4,000,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 367	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$77,628,290.37

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: NO  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,222,650,583.91. This represents an increase of \$77,628,290.37, from \$11,145,022,293.54 to \$11,222,650,583.91.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$14,807,224.59 . Cumulative obligations of NAF since Modification 234 are \$94,460,797.61.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 368	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Freitze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,022,689.32

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: N  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,225,673,273.23. This represents an increase of \$3,022,689.32, from \$11,222,650,583.91 to \$11,225,673,273.23.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   1	
2. AMENDMENT/MODIFICATION NO. 369		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10SC005119	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00518		7. ADMINISTERED BY (If other than Item 6) CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$249,999.55

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: NO  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,225,923,272.78. This represents an increase of \$249,999.55, from \$11,225,673,273.23 to \$11,225,923,272.78.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	04/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 370	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$21,800,386.42

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: NO  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,247,723,659.20. This represents an increase of \$21,800,386.42, from \$11,225,923,272.78 to \$11,247,723,659.20.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   1	
2. AMENDMENT/MODIFICATION NO. 371		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10SC005119	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
				CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				9A. AMENDMENT OF SOLICITATION NO. (x)	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$388,349.51

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: NO  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,248,112,008.71. This represents an increase of \$388,349.51, from \$11,247,723,659.20 to \$11,248,112,008.71.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	04/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 372	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$824,064.08

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

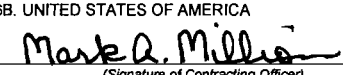
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Subj to Retent: NO  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,248,936,072.79. This represents an increase of \$824,064.08, from \$11,248,112,008.71 to \$11,248,936,072.79.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/29/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 373	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$385,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: NO  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,249,321,072.79. This represents an increase of \$385,000.00, from \$11,248,936,072.79 to \$11,249,321,072.79.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 374	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Friezze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$199,417.48

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: NO  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,249,520,490.27. This represents an increase of \$199,417.48, from \$11,249,321,072.79 to \$11,249,520,490.27.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/30/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

April 30, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 367 – 375**

A fully executed copy of contract modifications 367 through 375 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated and Work for Others (WFO) funding. At this time, all appropriated funding received from other agencies via WFO program must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 375	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005119	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$242,718.45

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: NO  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,249,763,208.72. This represents an increase of \$242,718.45, from \$11,249,520,490.27 to \$11,249,763,208.72.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/30/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

May 3, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 376**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$16,995.65 to the contract for Work for Others projects with the National Institute of Health. The total amount of funds obligated under this contract since its inception is increased from \$11,249,763,208.72 to \$11,249,780,204.37.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 376	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005199	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13) 10/18/1999		
CODE 099114287	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$16,995.65  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)


MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Subj to Retent: NO  
Recovery TAS::89 0222::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA,  (Signature of Contracting Officer)
	16C. DATE SIGNED 04/30/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$16,995.65 to the contract for the Work for Others (WFO) activities entered into with the National Institute of Health identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$855.22 are hereby obligated in support of the project entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins” and funds in the amount of \$16,140.43 are obligated in support of the project entitled “DNA Transport and Sequencing Through a Quadrupole Gate”. The total amount of funds obligated under this contract since its inception is increased from \$11,249,763,208.72 to \$11,249,780,204.37.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
NFE-10-02711	Accurate Mass Analysis of Singly-Charged Intact Proteins
NFE-10-02714	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT



Financial Plan Number: 6

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

#### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: April 27, 2010 at 02:43:39 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	181,367.08	855.22	182,222.30	182,222.30
<i>AY 2010 - NIH - Grant # 1R01GM088501-01; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	51,826.15	16,140.43	67,966.58	67,966.58
<i>AY 2010 - NIH - Grant # 3R21HG004764-02S1; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	233,193.23	16,995.65	250,188.88	250,188.88
<b>Total for Fund Type: 2D</b>										0.00	233,193.23	16,995.65	250,188.88	250,188.88
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	100,000.00	0.00	100,000.00	73,409,371.42
<b>Total for Fund Type: 3D</b>										73,309,371.42	100,000.00	0.00	100,000.00	73,409,371.42
<b>Total for Recipient Code: OR</b>										73,309,371.42	333,193.23	16,995.65	350,188.88	73,659,560.30
<b>Total for Reporting Entity: 470002</b>										<del>73,309,371.42</del>	<del>333,193.23</del>	<del>16,995.65</del>	<del>350,188.88</del>	<del>73,659,560.30</del>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	333,193.23	16,995.65	350,188.88	73,659,560.30

Financial Plan Number: 6

Fiscal Year: 2010

Fiscal Month: 07

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: April 27, 2010 at 02:43:39 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	16,995.65
Grand Total:	16,995.65
Total Non-Appropriated Funds:	16,995.65

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

May 24, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 377**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,073,500 to the contract for Office of Energy Efficiency and Renewable Energy projects. The total amount of funds obligated under this contract since its inception is increased from \$11,249,780,204.37 to \$11,252,853,704.37.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 377	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC005686	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,073,500.00  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/24/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,073,500 to the contract. This action involves the obligation of \$3,000,000 for an Office of Energy Efficiency and Renewable Energy (EERE) project entitled “Project 8.1 Issue Open Call for Projects” and \$73,500 for an EERE project entitled “Carbon Fiber Technology Center”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$3,073,500 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,249,780,204.37 to \$11,252,853,704.37.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-20994-10 (Revision No. 1)	Project 8.1 Issue Open Call for Projects
WI-470002-20886-10 (Revision No. 2)	Carbon Fiber Technology Center
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: P 8.1 Issue Open Call for projects		1b. Work Proposal Number (if applicable): AOP# AOP WAP	
2. Headquarters Program Point of Contact: Name: Jennifer Somers                      Organization Code:                      Telephone No: (202) 287-1740			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0860			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg                      Telephone No: (202) 479-0439	
8. Work Authorization Number:* WI-470002-20994-10		9. Revision Number: 1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$0.00	\$3,000,000.00	\$3,000,000.00
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2010			
12. Work Start Date: 10/01/2009 5/1/10, NCL		13. Expected Completion Date: 09/30/2010 2/28/12, NCL	
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$3,000,000.00 is authorized for WI0702000-05797-1004760-Weatheriz. Trng &amp; TA (2009). ORNL will initiate a competitive solicitation for Weatherization grantee proposals to explore through field testing the implementation of new and advanced technologies in the context of the Weatherization Assistance Program's operating environment. Weatherization Grantees will be invited to make proposals that demonstrate the cost-effectiveness and/or practicality of using products and materials in the Weatherization Program that are not now commonly used in the field and have the potential to improve overall program performance. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b>            Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI0702000-1004760            Project Code: 2004360</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Johanna Zelterberg, Acting Program Manager	Signature: eb4507eb-7c2f-4b0e- ab55-5d4579a3855f	Date: 4/22/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Branton	Signature: M. G. Branton	Date: 5-7-2010
18. Contractor's Authorized Representative:		
Name (typed): D. C. Christensen	Signature: D. C. Christensen	Date: 7 May 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLON	Signature: Mark A. Millon	Date: 5/6/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year.		

FED 10-10124S AFP Jun

FED 10-10124S AFP Jun

**P 8.1 Issue Open Call for projects**

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Develop solicitation July, 2010. 2. Evaluate respondents September 2010. 3. Report proposed subcontract awards to WAP HQ Staff October 2010. 4. Make subcontract awards December 2010. 5. Monitor subcontracts December 2011. 6. Publish project results February 2012. 7. Input project results to the SIRT. February 2012.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

1. Complete Task 8.1 of the Weatherization Assistance Program Training and Technical Assistance Plan 2. Provide financial and technical assistance to selected Weatherization Assistance Program grantees to field test new cost-effective measures and techniques for application within the program. 3. Provide the results of these field tests in report form for replication of successful field tests in the Weatherization grantee and subgrantee network.

**Section C: Contractor Recovery Act Deliverables**

1. Solicitation for subcontractor awards. 2. Subcontract placement 3. Quarterly reports on subcontractor progress 4. Final reports on subcontract results



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Carbon Fiber Technology Center		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Carol Schutte      Organization Code: EE-2G      Telephone No: (202) 287-5371			
3. Headquarters Budget Point of Contact: Name: Timothy Murphy      Organization Code: EE-3B      Telephone No: (202) 586-4501			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Ray Boeman      Telephone No:	
8. Work Authorization Number: * BA-470002-20886-10		9. Revision Number: 2	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB3603000-05794-1005301	\$20,000,000	\$73,500	\$20,073,500
11. Performance period covered by funds: From: <del>5/1/2010</del> To: <del>9/30/2010</del>		12. Work Start Date: <del>10/1/2009</del> 5/1/2010	13. Expected Completion Date: <del>9/30/2010</del> 9/30/2013 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">MHC</span>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Capital equipment funding in the amount of \$73,500 is authorized for EB3603000-05794-1005301 - Lab Call Facilities. These funds are made available for Project #20886 - Carbon Fiber Technology Center. These funds are to be distributed to Agreement # 20921 - Carbon Fiber Technology Center - Equipment portion in accordance with the 2010 ORNL AOP. These funds will be used to augment prior funding action 20886-28982 to establish an open but controlled-access national facility that can be used by industry, academia, and national laboratories in partnership with ORNL researchers to (i) demonstrate scalability of LCCF technology, (ii) produce quantities of LCCF needed for material and process evaluations by original equipment manufacturers and their suppliers in multiple industries, and (iii) demonstrate low-cost, high-volume PMC technology. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB3603000-1005301 Project Code: 2004140 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar) This action has the same requirements as the prior funding action 20886-28982, a mid year report, an annual report and interim reports as needed to satisfy good program management practices.			
16. Work Authorization Program Official: Name (typed): A. Avon Meacham,      Signature: <i>A. Avon Meacham</i> Date: 4/9/10 Director OPBA			
17. DOE Field Organization Official: Name (typed): M.G. Branton      Signature: <i>M.G. Branton</i> Date: 4-22-10			
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen      Signature: <i>D.C. Christensen</i> Date: 26 April 2010			
19. DOE Contracting Officer (or delegated representative)			

Name (typed): <u>MARK A. MILLION</u>	Signature: <u>Mark A. Million</u>	Date: <u>4/21/10</u>
--------------------------------------	-----------------------------------	----------------------

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Same requirements as the prior funding action 20886-28982

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

Same requirements as the prior funding action 20886-28982

**Section C: Contractor Recovery Act Deliverables:**

Same Deliverables as the prior funding action 20886-28982

FED 10-7094 AFP May

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 9

Fiscal Year: 2010

Fiscal Month: 08

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

# Financial Plan Report - Detail

Site: OR

Page 1 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: May 12, 2010 at 09:04:25 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	0.00	19,300,000.00	19,300,000.00
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	34,000,000.00	0.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,000,000.00	0.00	20,000,000.00	20,000,000.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	900,000.00	73,500.00	973,500.00	973,500.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10; Appropriation Symbol: 8909/100331 \$20,000,000</i>														
<i>Work Authorization Number: BA-470002-20842-10; Appropriation Symbol: 8909/100331 \$900,000</i>														
<i>Work Authorization Number: BA-470002-20886-10, Rev 2; Appropriation Symbol: 8909/100331 \$73,500</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	20,900,000.00	73,500.00	20,973,500.00	20,973,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	0.00	350,205.00	350,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B \$350,205; Appropriation Number 8909/100331</i>														
<i>Work Authorization Number: 470002-21045-10 moves \$180,000 from CPS Project # 20758 on work authorization</i>														
<i>471999-20758-10B to new task (CPS Project 21045); Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	0.00	400,000.00	550,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	0.00	750,205.00	900,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	0.00	65,000.00	711,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	65,000.00	0.00	65,000.00	2,215,509.94
470002	05794	ZT	1005113	W1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: W1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	79,832,840.00	73,500.00	79,906,340.00	112,158,876.72
470002	05796	ZV	1005116	W1001020	25400	0000000	2004350	0000000		16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
<b>Total for Program Parent/Control Point: W1001000</b>										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
470002	05797	ZW	1004760	W10702000	25400	0000000	2004360	0000000		11,568,008.19	5,800,000.00	3,000,000.00	8,800,000.00	20,368,008.19
<i>AY 2009 - Work Authorization Number: WI-470002-20455-10, \$5.8M; Work Authorization Number: WI-470002-20994-10, \$3.0M; Appropriation Symbol: 8909/100331.</i>														
<b>Total for Program Parent/Control Point: W10702000</b>										11,568,008.19	5,800,000.00	3,000,000.00	8,800,000.00	20,368,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	5,800,000.00	3,000,000.00	8,800,000.00	20,368,008.19
470002	05798	ZX	1004902	W10302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Program Parent/Control Point: W10300000</b>										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Fund Type: ZX</b>										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Recipient Code: OR</b>										60,610,257.80	91,632,840.00	3,073,500.00	94,706,340.00	155,316,597.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	91,632,840.00	3,073,500.00	94,706,340.00	155,316,597.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	91,632,840.00	3,073,500.00	94,706,340.00	155,316,597.80

Financial Plan Number: 9

Fiscal Year: 2010

Fiscal Month: 08

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: May 12, 2010 at 09:04:25 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	3,073,500.00
Grand Total:	3,073,500.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 378 – 384**

A fully executed copy of contract modifications 378 through 384 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated and Work for Others (WFO) funding. At this time, all appropriated funding received from other agencies via WFO program must be issued under separate contract modifications for proper tracking. Modifications 378 through 381 were executed in the STRIPES system with an electronic signature. However, STRIPES currently reflects a "Signature on File" under block 16B.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in cursive script that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

2. AMENDMENT/MODIFICATION NO. 378	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$50,680,284.10

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,303,533,988.47. This represents an increase of \$50,680,284.10, from \$11,252,853,704.37 to \$11,303,533,988.47.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$4,013,479.61. Cumulative obligations of NAF since Modification 234 are \$98,474,277.22.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 05/25/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 379	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,451,547.69

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,304,985,536.16. This represents an increase of \$1,451,547.69, from \$11,303,533,988.47 to \$11,304,985,536.16.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 05/25/2010

2. AMENDMENT/MODIFICATION NO. 380	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	5. PROJECT NO. (If applicable)
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6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frieetze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)
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CODE 099114287      FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE--AC05-000R22725
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	10B. DATED (SEE ITEM 13) 10/18/1999
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	\$1,314,751.84
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

X      970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,306,300,288.00. This represents an increase of \$1,314,751.84, from \$11,304,985,536.16 to \$11,306,300,288.00.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mary L. Crow

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
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_____ (Signature of person authorized to sign)		Signature on File   (Signature of Contracting Officer)	05/26/2010
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NSN 7540-01-152-8070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 381	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$338,479.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,306,638,767.00. This represents an increase of \$338,479.00, from \$11,306,300,288.00 to \$11,306,638,767.00.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 05/26/2010

2. AMENDMENT/MODIFICATION NO. 382	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)      Net Increase:      \$145,631.07

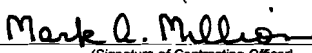
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,306,784,398.07. This represents an increase of \$145,631.07, from \$11,306,638,767.00 to \$11,306,784,398.07.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 05/27/2010
(Signature of person authorized to sign)			

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 383		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
6. ISSUED BY CODE	00518	7. ADMINISTERED BY (If other than Item 6) CODE		00518	

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231  CODE 099114287 FACILITY CODE	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$613,106.80

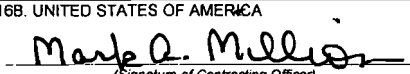
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,307,397,504.87. This represents an increase of \$613,106.80, from \$11,306,784,398.07 to \$11,307,397,504.87.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 05/27/2010

2. AMENDMENT/MODIFICATION NO. 384	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006080	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$233,009.71

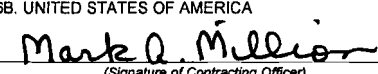
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I-153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,307,630,514.58. This represents an increase of \$233,009.71 from \$11,307,397,504.87 to \$11,307,630,514.58.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
(Signature of person authorized to sign)	16C. DATE SIGNED 05/27/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 385**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification reflects the reprogramming of American Recovery and Reinvestment Act of 2009 funding under the contract for Work Authorization No. FE/01029/41 entitled "Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work". The total amount of funds obligated under this contract is unchanged and remains at \$11,307,630,514.58.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 385		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006343	1. CONTRACT ID CODE	PAGE OF PAGES 1   2
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		

5. PROJECT NO. (If applicable)		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231			
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9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0335::TAS

See Page 2.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/28/2010



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds under the project entitled “Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,307,630,514.58.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FE/01029/41 (Revision No. 2) (Attachment 1) (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)

1b. Work Proposal Number (if applicable): NA

2. ORO EM Program Point of Contract.

Name: L. B. McGetrick                      Organization Code: EM-90      Telephone No. 865 241-6290

3. ORO Budget Point of Contract.

Name: J. D. Strandridge                      Organization Code: FM-72      Telephone No. 865 574-8885

4. Responsible Program: EM

5. Responsible Secretarial Officer:  
Assistant Manager for Environmental Management

6. Responsible Field Organization:  
Oak Ridge Office

7a. Site and Facility Management Contractor:  
Oak Ridge National Laboratory  
UT-Battelle, LLC

7b. Contractor Point of Contact.  
Name S. D. Van                      Telephone No: 865 574 7264  
Hoesen

8. Work Authorization Number: FE/01029/41

9. Revision Number: 2

10. Funding Authorized

Budget and Reporting Code:                      Previous: \$2,756,978      Change: 0                      Current: \$2,756,978  
FE0115000

11. Performance Period Covered by Funds.

12. Work Start Date:

13. Expected Completion Date:

From: 6/12/09                      To: 9/30/2011

6/2009

9/2011

14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

Rev 2 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegnonDef001-R0

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and Sc-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the IDIQ projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
  - Provide Utility Isolation for facilities to be demolished.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc., as required to support the IDIQ contractor in their efforts
  - Provide technical support during transition of facility 2026 from UT-B to the EM IDIQ contractor.

Specific IDIQ Work Supported by this authorization is as follows

1. Central Campus Legacy Material Removal Project – (\$588,871)
2. General Maintenance Facilities Demolition Project – (\$1,208,749)
3. Southeast Laboratory Complex Demolition Project – (\$889,851)
4. 2026 Complex Legacy Material Removal Project - (\$69,507)

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
 The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): L. B. McGetrick	Signature: <i>L. B. McGetrick</i>	Date: 5-26-2010
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17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: <i>M. G. Branton for JOM</i>	Date: 5-27-2010
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: <i>K. J. Beierschmitt</i>	Date: 5/27/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 5/27/10
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ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Non Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Non Defense contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 2

Fiscal Year: 2010

Fiscal Month: 08

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: May 28, 2010 at 11:30:31 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		12,199,301.82	0.00	0.00	0.00	12,199,301.82
470002	05949	UQ	1111361	FE0115000	25400	0473063	2002230	0000000		494,620.82	262,366.00	-173,495.00	88,871.00	583,491.82
470002	05949	UQ	1111361	FE0115000	25400	0473064	2002230	0000000		411,816.33	448,945.00	259,804.00	708,749.00	1,120,565.33
470002	05949	UQ	1111361	FE0115000	25400	0473065	2002230	0000000		432,984.13	448,346.00	-58,495.00	389,851.00	822,835.13
470002	05949	UQ	1111361	FE0115000	25400	0473066	2002230	0000000		491,721.82	-402,679.00	-27,814.00	-430,493.00	61,228.82
<b>Total for Program Parent/Control Point: FE0115000</b>										14,030,444.92	756,978.00	0.00	756,978.00	14,787,422.92
<b>Total for Fund Type: UQ</b>										14,030,444.92	756,978.00	0.00	756,978.00	14,787,422.92
<b>Total for Recipient Code: OR</b>										14,030,444.92	756,978.00	0.00	756,978.00	14,787,422.92
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)</b>										14,030,444.92	756,978.00	0.00	756,978.00	14,787,422.92

Financial Plan Number: 2  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
Fiscal Month: 08

**Financial Plan Report - Detail**

Site: OR

Page 2 of 2  
Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)**

Report Generated on: May 28, 2010 at 11:30:31 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 1, 2010

Mr. Michael J. Fietze, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Fietze:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 386**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification reflects the reprogramming of American Recovery and Reinvestment Act of 2009 funding under the contract for Work Authorization No. FD/04029/41 entitled "Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work". The total amount of funds obligated under this contract is unchanged and remains at \$11,307,630,514.58.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in cursive script that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 386	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC006341	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0253::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/28/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds under the project entitled “Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,307,630,514.58.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FD/04029/41 (Revision No. 3) (Attachment 1) (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work (Project Code 2002101)

1b. Work Proposal Number (if applicable): NA

2. ORO EM Program Point of Contract.

Name: L. B. McGetrick                      Organization Code: EM-90      Telephone No. 865 241-6290

3. ORO Budget Point of Contract.

Name: J. D. Strandridge                      Organization Code: FM-72      Telephone No. 865 574-8885

4. Responsible Program: EM

5. Responsible Secretarial Officer:  
Assistant Manager for Environmental Management

6. Responsible Field Organization:  
Oak Ridge Office

7a. Site and Facility Management Contractor:  
Oak Ridge National Laboratory  
UT-Battelle, LLC

7b. Contractor Point of Contact.  
Name S. D. Van                      Telephone No: 865 574 7264  
Hoesen

8. Work Authorization Number: FD/04029/41

9. Revision Number: 3

10. Funding Authorized .

Budget and Reporting Code:	Previous:	Change:	Current: \$5,860,646
FD0412000	\$5,860,646	\$0	

11. Performance Period Covered by Funds.

12. Work Start Date:

13. Expected Completion Date:

From: 6/12/09                      To: 9/30/2011

6/2009

9/2011

14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and Sc-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Rev 3 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegDef001-R0

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the IDIQ projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
  - Provide Utility Isolation for facilities to be demolished.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

Specific IDIQ Work Supported by this authorization is as follows

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells) – (\$1,200,538)
2. ORNL Small Facilities Completion Demolition – (\$2,957,798)
3. Core hole 8 Remediation – (\$338,609)
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) – (\$200,000)
5. Bethel Valley Groundwater Early Actions (Pump and Treat) – (\$5,978)
6. Melton Valley Sentinel Wells – (\$1,500)
7. Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition Preparation) – (\$1,156,223)

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): L. B. McGetrick	Signature: <i>L. B. McGetrick</i>	Date: 5-26-2010
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17. DOE Field Organization Official

Name (typed): Johnny O. Moore	Signature: <i>M. A. Brenton for JOM</i>	Date: 5-27-2010
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: <i>K. Beierschmitt</i>	Date: 5/27/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 5/27/10
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ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Defense funded contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

## ATTACHMENT 2

### FINANCIAL PLAN REPORT



Financial Plan Number: 3  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 08

## Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

### OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: May 28, 2010 at 11:29:12 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		130,026.91	300,000.00	0.00	300,000.00	430,026.91
Total for Program Parent/Control Point: EW1000000										130,026.91	300,000.00	0.00	300,000.00	430,026.91
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		99,436.73	-98,500.00	0.00	-98,500.00	936.73
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		9,678,042.24	0.00	0.00	0.00	9,678,042.24
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		820,804.22	616,041.00	0.00	616,041.00	1,436,845.22
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		824,216.42	921,555.00	1,167,482.00	2,089,037.00	2,913,253.42
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		376,157.77	10,967.00	-54,495.00	-43,528.00	332,629.77
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		8,314,307.18	-7,925,751.00	-193,104.00	-8,118,855.00	195,452.18
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		377,619.40	10,967.00	-387,126.00	-376,159.00	1,460.40
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		819,843.87	616,041.00	-532,757.00	83,284.00	903,127.87
Total for Program Parent/Control Point: FD0412000										21,310,427.83	-5,848,680.00	0.00	-5,848,680.00	15,461,747.83
Total for Fund Type: EZ										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74
Total for Recipient Code: OR										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74
Total for Reporting Entity: 470002										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74
Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74

Financial Plan Number: 3  
Fiscal Year: 2010  
Fiscal Month: 08  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

**Financial Plan Report - Detail**

Site: OR  
Page 2 of 2  
Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: May 28, 2010 at 11:29:12 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 14, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 387**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification reflects the reprogramming of American Recovery and Reinvestment Act of 2009 funding under the contract for Work Authorization No. KP/OR41/9/ARRA-1 entitled "Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)". The total amount of funds obligated under this contract is unchanged and remains at \$11,307,630,514.58.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
387	See Block 16C	10SC006811	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	P.L. 111-5 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	06/14/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds under the project entitled “Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,307,630,514.58.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
(Number from Block 8 of the Work Authorization) WA No. KP/OR41/9/ARRA-1 (See Modification 244)	Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: June 9, 2010 at 11:08:49 AM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	0.00	0.00	180,000.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										180,000.00	250,000.00	0.00	250,000.00	430,000.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	2,504,000.00	0.00	2,504,000.00	2,504,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	2,355,000.00	0.00	2,355,000.00	2,355,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	145,000.00	0.00	145,000.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										5,785,000.00	5,004,000.00	0.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15

Financial Plan Number: 7

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: June 9, 2010 at 11:08:49 AM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	0.00	0.00	3,750,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	2,466,228.69	0.00	2,466,228.69	28,616,228.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	0.00	427,000.00	427,000.00	2,536,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	0.00	-427,000.00	-427,000.00	630,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	10,220,035.35	0.00	10,220,035.35	124,407,227.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	10,220,035.35	0.00	10,220,035.35	124,407,227.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	10,220,035.35	0.00	10,220,035.35	124,407,227.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	10,220,035.35	0.00	10,220,035.35	124,407,227.55



Financial Plan Number: 7  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 09

# Financial Plan Report - Detail

Site: OR  
Page 3 of 3  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: June 9, 2010 at 11:08:49 AM

<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 25, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

**CONTRACT NO. DE-AC05-00OR22725: MODIFICATION NO. 388**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification updates contract clause H-13, *Representations, Certifications and Other Statements of the Offeror*.

If you have any questions regarding this modification, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

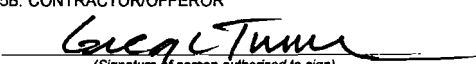
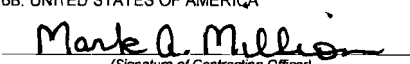
Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 388	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 2 _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			

See Page 2.

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/24/10

The purpose of this modification is to update contract clause H-13, Representations, Certifications and Other Statements of the Offeror. There are no other changes to contract terms and conditions.

Therefore, the contract is modified as follows:

1. Clause H-13, Representations, Certifications and Other Statements of the Offeror, is deleted in its entirety and replaced with the following:

**“H-13 Representations, Certifications and Other Statements of the Offeror**

The Representations, Certifications, and Other Statements of the Offeror, dated August 2, 1999, for this contract, and all other updates as required by Section I clause FAR 52.204-7, Central Contractor Registration, are hereby incorporated, by reference, and made a part of this contract.”

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 389	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007227	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$248.91  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0240::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 06/22/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds as follows: 1) a total of \$168.91 from the project entitled “Ceramic Material Testing on Teledyne Excentric Core Demo Turbine H/W,” 2) a total of \$74.00 from the project entitled “Installation of Natural Gas Lines for Decentralization from Central Heat Plant (West of Atlantic Ave),” and 3) a total of \$6.00 from the project entitled “Installation of Natural Gas Lines for Decentralization from Central Heat Plant (East of Atlantic Ave)”. These projects involve Military Interdepartmental Purchase Requests (MIPR) agreements with the Air Force.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$248.91 are hereby de-obligated from the Recovery Act activities identified in the attached Financial Plan Report – Detail (Attachment 1). The total amount of funds obligated under this contract since its inception is decreased from \$11,307,630,514.58 to \$11,307,630,265.67.
- C. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT - DETAIL

Fiscal Year: 2010  
 Fiscal Month: 09  
 Financial Plan Number: 1  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: June 17, 2010 at 08:01:01 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	4,466,463.27	0.00	0.00	0.00	4,466,463.27
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	1,306,183.84	0.00	-74.00	-74.00	1,306,109.84
<i>AY 2009 - AY 2009 - AFRA - FJXT0710231, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 579</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	459,739.84	0.00	0.00	0.00	459,739.84
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	4,446,138.69	0.00	0.00	0.00	4,446,138.69
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	4,439,247.09	0.00	0.00	0.00	4,439,247.09
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	2,281,783.84	0.00	-6.00	-6.00	2,281,777.84
<i>AY 2009 - AY 2009 - AFRA - FJXT0710232, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	3,440,091.34	0.00	0.00	0.00	3,440,091.34
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	3,645,298.77	0.00	0.00	0.00	3,645,298.77
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0495583	45WV13201	81,767.13	0.00	-168.91	-168.91	81,598.22
<i>AY 2009 - ARRA funded - Conduct Ceramic Material Testing on Teledyne Excentric Core Demo Turbine H/W TAS 5793605</i>														
470002	00916	3X	1720327	400403909	25400	0000000	0000000	0495674	45WV10201	635,067.00	0.00	0.00	0.00	635,067.00
<b>Total for Program Parent/Control Point: 400000000</b>										25,201,780.81	0.00	-248.91	-248.91	25,201,531.90
<b>Total for Fund Type: 3X</b>										25,201,780.81	0.00	-248.91	-248.91	25,201,531.90
<b>Total for Recipient Code: OR</b>										25,201,780.81	0.00	-248.91	-248.91	25,201,531.90
<b>Total for Reporting Entity: 470002</b>										<del>25,201,780.81</del>	<del>0.00</del>	<del>-248.91</del>	<del>-248.91</del>	<del>25,201,531.90</del>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										25,201,780.81	0.00	-248.91	-248.91	25,201,531.90



Financial Plan Number: 1

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: June 17, 2010 at 08:01:01 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	-248.91
Total Appropriated Funds (Program 40):	-248.91
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	-248.91
Total Non-Appropriated Funds:	0.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 390	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007243	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13) 10/18/1999		
CODE 099114287	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0253::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 06/22/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to incorporate an adjustment to the financial plan for the American Recovery and Reinvestment Act (Recovery Act) of 2009 funded project entitled “Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,307,630,265.67.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables identified in the following referenced Work Authorization are unchanged:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FD/04029/41 (Revision No. 3) (See Mod 386)  (Number from Block 8 of the Work Authorization)	Site Support to the IDIQ EM Contractors at ORNL for Defense Funded Work

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 4  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 09

## Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: June 17, 2010 at 10:29:02 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		130,026.91	300,000.00	0.00	300,000.00	430,026.91
Total for Program Parent/Control Point: EW1000000										130,026.91	300,000.00	0.00	300,000.00	430,026.91
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		99,436.73	-98,500.00	0.00	-98,500.00	936.73
AY 2009 - Per Funding Authorization dated 4/17/2009, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$1,403.07 for Melton Valley Sentinel Wells.														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		9,678,042.24	0.00	0.00	0.00	9,678,042.24
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		820,804.22	616,041.00	-244,221.00	371,820.00	1,192,624.22
AY 2009 - Moves funding in line with Work Authorization dated May 27, 2010. Cost authority remains \$500,000 for Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells).														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		824,216.42	2,089,037.00	0.00	2,089,037.00	2,913,253.42
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		376,157.77	-43,528.00	0.00	-43,528.00	332,629.77
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		8,314,307.18	-8,118,855.00	0.00	-8,118,855.00	195,452.18
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		377,619.40	-376,159.00	0.00	-376,159.00	1,460.40
AY 2009 - Per Funding Authorization dated 4/17/2009 and 9/2/09, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$5,978.00 for Bethel Valley Groundwater Early Actions (Pump and Treat).														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		819,843.87	83,284.00	244,221.00	327,505.00	1,147,348.87
AY 2009 - Moves funding in line with May 27, 2010 work authorization. Cost Authority remains at \$500K.														
Total for Program Parent/Control Point: FD0412000										21,310,427.83	-5,848,680.00	0.00	-5,848,680.00	15,461,747.83
Total for Fund Type: EZ										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74
Total for Recipient Code: OR										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74
Total for Reporting Entity: 470002														
Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)										21,440,454.74	-5,548,680.00	0.00	-5,548,680.00	15,891,774.74

Financial Plan Number: 4

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: June 17, 2010 at 10:29:02 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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2. AMENDMENT/MODIFICATION NO. 391	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007269	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE 00518  Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	7. ADMINISTERED BY (If other than Item 6) CODE 00518  Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231  CODE 099114287      FACILITY CODE	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2.	Net Increase:	\$17,867.92
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0222::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED 06/23/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$17,867.92 to the contract for the Work for Others (WFO) activities entered into with the National Institute of Health identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$17,320.08 are hereby obligated in support of the project entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins” and funds in the amount of \$547.84 are obligated in support of the project entitled “DNA Transport and Sequencing Through a Quadrupole Gate”. The total amount of funds obligated under this contract since its inception is increased from \$11,307,630,265.67 to \$11,307,648,133.59.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
NFE-10-02711	Accurate Mass Analysis of Singly-Charged Intact Proteins
NFE-10-02714	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 7  
 Fiscal Year: 2010  
 Contract Modification Number: \*\* No MOD \*\*  
 Fiscal Month: 09  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Page 1 of 2  
 Site: OR  
 Report: RFP0001  
 Report Generated on: June 17, 2010 at 02:21:03 PM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	182,222.30	17,320.08	199,542.38	199,542.38
<i>AY 2010 - NIH - Grant # 1R01GM088501; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	67,966.58	547.84	68,514.42	68,514.42
<i>AY 2010 - NIH - Grant # 3R21HG004764; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	250,188.88	17,867.92	268,056.80	268,056.80
<b>Total for Fund Type: 2D</b>										0.00	250,188.88	17,867.92	268,056.80	268,056.80
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	0.00	0.00	13,232.18
<i>AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135.</i>														
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
<i>AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135.</i>														
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	100,000.00	0.00	100,000.00	73,409,371.42
<b>Total for Fund Type: 3D</b>										73,309,371.42	100,000.00	0.00	100,000.00	73,409,371.42
<b>Total for Recipient Code: OR</b>										73,309,371.42	350,188.88	17,867.92	368,056.80	73,677,428.22
<b>Total for Reporting Entity: 470002</b>										73,309,371.42	350,188.88	17,867.92	368,056.80	73,677,428.22
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	350,188.88	17,867.92	368,056.80	73,677,428.22

Financial Plan Number: 7

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: June 17, 2010 at 02:21:03 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	17,867.92
Grand Total:	17,867.92
Total Non-Appropriated Funds:	17,867.92

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
392	See Block 16C	10SC007342	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
FACILITY CODE		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,208,842.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0227::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	06/23/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code, is hereby provided in Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amounts of \$1,100,000 for a Basic Energy Sciences project entitled “Energy Frontier Research Centers (Project Code 2005000),” \$108,000 for a Advanced Scientific Computing Research project entitled “Computational Partnerships (SciDAC-e) (Project Code 2005060)” and \$842 for a Fusion Energy Sciences project entitled “DIII-D Facility Upgrades (Project Code 2005290).”
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$1,208,842 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,307,648,133.59 to \$11,308,856,975.59.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
KC/OR41/9/ARRA-3 (Revision No. 01)	Basic Energy Sciences - Energy Frontier Research Centers (2005000)
KJ/OR41/0/ARRA-1 (Revision No. 00)	Advanced Scientific Computing Research – Computational Partnerships (SciDAC-e) (2005060)
AT/OR41/9/ARRA-1 (Revision No. 02)	Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)
(Numbers from Block 8 of the Work Authorizations)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
  
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: Basic Energy Sciences - Energy Frontier Research Centers (Project code 2005000)		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact. Name: Harriet H. Kung/ Toif Carim(4895) Organization Code: SC-22 Telephone No.: (301) 903-3081			
3. Headquarters Budget Point of Contact. Name: Mike Osinski/Donna Gilhest (ext 4815) Organization Code: SC-41 Telephone No.: (301) 903-3590			
4. Responsible Program: Basic Energy Sciences		5. Responsible Secretarial Officer: Under Secretary for Science	
6. Responsible Field Organization: Oak Ridge Office			
7a. Site and Facility Management Contractor: UT - Battelle LLC - Oak Ridge National Laboratory		7b. Contractor Point of Contact. Name: Telephone No.:	
8. Work Authorization Number: KC/OR41/9/ARRA-3		9. Revision Number: 01	
10. Funds Authorized (\$ in thousands). B&R Code: KC Previous: \$0 Change: \$-1,100 Current: \$1,100			
11. Performance Period Covered by Funds. From: 02/17/09 To: 09/30/10		12. Work Start Date: Aug 2009	13. Expected Completion Date: July 2014
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009. (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.99 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. <u>Specific Recovery Act Statement of Work:</u> Funds in the amount of \$1,100,000 are provided under KC030701 for FWP # ERKCM74, entitled "Materials Sciences of Actinides (Lead Institute - University of Notre Dame)." EFRD Director: Burns, Peter. The project period for this FWP is August 1, 2009 through July 31, 2014. The principal investigator moved from PNNL to ORNL. Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official. Name (typed): Harriet H. Kung Signature: <i>[Signature]</i> Date: 6/8/2010			
17. DOE Field Organization Official. Name (typed): Michele G. Branton Signature: <i>[Signature]</i> Date: 6/14/10			
18. Contractor's Authorized Representative. Name (typed): Michelle Budaus Signature: <i>[Signature]</i> Date: 6/14/10			
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION Signature: <i>[Signature]</i> Date: 6/14/10			



**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
Energy Frontier Research Centers (2005000)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

4Q FY09: Initiate research as a portion of the Energy Frontier Research Center (EFRC) led by the appropriate university which is funded separately under a financial assistance award (grant). If the contractor is a participant in more than one EFRC, the attachment pertains to the contractor's portion of all those EFRCs.

1Q FY10: First quarterly progress report due.

Progress report due each quarter through 4<sup>th</sup> Q FY 2014.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform the contractor's portion of the research proposed for the EFRC(s). Federal program managers will verify the research performance of the whole EFRC through conference calls, site visits, regular EFRC directors' meetings, topical conference meetings attended by EFRC investigators, and annual research progress reports.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly progress reports on the contractor's activities within the EFRC(s).



15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Michael R. Strayer

Signature: *Barbara J. Holland Michael R. Strayer* Date: 6/4/2010

17. DOE Field Organization Official.

Name (typed): Michele G. Baanton

Signature: *M. G. Baanton* Date: 6/14/10

18. Contractor's Authorized Representative.

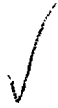
Name (typed): Jeffrey A. Nichols

Signature: *J. Nichols* Date: 6/15/10

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: *Mark A. Million* Date: 6/10/10



**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

08/31/11: provide final report to ASCR

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Delivery of computational capability to at least one EFRC at the end of the second year. This computational capability may be in the form of a new science application code, a visualization of a massive scientific dataset, or the scaling of an existing code from desktop to massively parallel computing resources at the ASCR leadership facilities. The extent and success of this computational capability will be reviewed by experts.

**Section C: Contractor Recovery Act Deliverables**

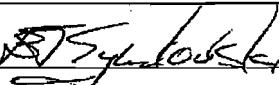
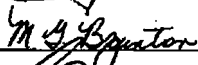
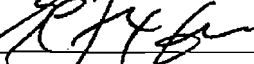
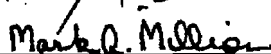
A reviewable final report detailing the computational capabilities developed through this project and any demonstrable progress toward developing the mathematics, algorithms, and software in support of ASCR goals.

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-09/10-0227**

1a. Project Title: <b>Fusion Energy Sciences – DIII-D Facility Upgrades (2005290)</b> <b>ARRA</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact: Name: <b>Edmund Synakowski</b> Organization Code: <b>SC-24</b> Telephone No.: <b>(301) 903-4941</b>			
3. Headquarters Budget Point of Contact: Name: <b>Karen Summers</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-4947</b>			
4. Responsible Program: <b>Fusion Energy Sciences</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC (Oak Ridge National Laboratory)</b>		7b. Contractor Point of Contact: Name: <b>Donald Hillis</b> Telephone No.: <b>865-576-3739</b>	
8. Work Authorization Number: <b>AT/OR41/9/ARRA-1</b>		9. Revision Number: <b>02</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>AT</b> Previous: <b>\$180</b> Change: <b>+\$1</b> Current: <b>\$181*</b>			
11. Performance Period Covered by Funds. From: <b>02/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>6/2009</b>	13. Expected Completion Date: <b>9/2011</b>
14. Statement of Work: see attached This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.			
<p><u>Specific Recovery Act Statement of Work:</u></p> <p>✓ <b>\$842</b> of additional funding is provided under <b>AT5502</b> in the FY 2010 June AFP, bringing the total available to <b>\$180,842</b>. The <b>\$180,842</b> is provided to hire a post-doc to install and implement a system that will image the edge magnetic topology on the DIII-D tokamak during the application of Resonant Magnetic Perturbations (RMP). RMPs are used to suppress Edge Localized Modes (ELMs) in DIII-D because the ELMs create undesirable pulsed heat loads to the divertor and wall structures. A realistic assessment of the impact of the applied 3-d magnetic fields requires modeling of the plasma response, which in some cases can shield the perturbation and in other cases amplify it. Assessment of the field in the plasma can be accomplished with an edge imaging system. The pedestal temperature typically lies in the 0.2 - 1.0 keV, which lies in the soft X-ray emission wavelength range. Thus the leading candidate to image the edge island structure would be from a soft X-ray pinhole camera. The primary task of the postdoc will be to lead the implementation of an edge imaging system to diagnose the edge island structure in the vicinity of the DIII-D X-point region.</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

norm  
6/10/10

Continuation – DIII-D Facility Upgrades (2005290) – ORNL - AT/OR41/9/ARRA-1, Rev 02

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.		
16. Work Authorization Program Official.		
Name (typed): Edmund Synakowski	Signature: 	Date: 6/8/10
17. DOE Field Organization Official.		
Name (typed): Michele G. Barton	Signature: 	Date: 6/14/10
18. Contractor's Authorized Representative.		
Name (typed): D.C. Christensen	Signature: 	Date: 6/15/10
19. DOE Contracting Officer (or delegated representative).		
Name (typed): MARK A. MILLION	Signature: 	Date: 6/10/10

\* Includes Operating of \$180,842.

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
DIII-D Facility Upgrades (2005290) – ORNL**

**Work Authorization #AT/OR41/9/ARRA-1, Rev 02**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Secure a postdoc to focus on implementation of an edge magnetic topology imaging system	August 2009
Complete engineering design review of edge imaging system	February 2010
Install imaging system on DIII-D during the Long Torus Opening Activity	February 2011
Commission edge imaging system with first plasma light	September 2011

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Completed engineering design will be acceptable for implementation on the DIII-D tokamak

Variation from total cost of effort will be less than 10%

The task schedule will be coordinated and managed in conjunction with the planned DIII-D Long Torus Opening Activity (LTOA) such that this task does not delay the scheduled completion of the LTOA

Initial data from the diagnostic will be reported at open science meetings and conferences

**Section C: Contractor Recovery Act Deliverables**

The deliverable will be data taken to examine the edge island structure in the vicinity of the X-point in the DIII-D tokamak using an edge x-ray imaging system.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT



# Financial Plan Report - Detail

## OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	0.00	842.00	842.00	180,842.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 2; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										180,000.00	250,000.00	842.00	250,842.00	430,842.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	2,504,000.00	0.00	2,504,000.00	2,504,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	2,355,000.00	0.00	2,355,000.00	2,355,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	145,000.00	0.00	145,000.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										5,785,000.00	5,004,000.00	0.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924193	KC0307010	25400	0000000	2005000	0000000		0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00
<i>AY 2009 - Work authorization number: KC/OR41/9/ARRA-3 Rev 01; Appropriation symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0300000</b>										0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00

Financial Plan Number: 8

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: June 21, 2010 at 06:54:21 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	0.00	108,000.00	108,000.00	3,858,000.00
<i>AY 2009 - Work authorization number:KJ/OR41/0/ARRA-1 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	2,466,228.69	108,000.00	2,574,228.69	28,724,228.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	427,000.00	0.00	427,000.00	2,536,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	-427,000.00	0.00	-427,000.00	630,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	10,220,035.35	1,208,842.00	11,428,877.35	125,616,069.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	10,220,035.35	1,208,842.00	11,428,877.35	125,616,069.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	10,220,035.35	1,208,842.00	11,428,877.35	125,616,069.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	10,220,035.35	1,208,842.00	11,428,877.35	125,616,069.55

Financial Plan Number: 8

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: June 21, 2010 at 06:54:21 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	1,208,842.00
Grand Total:	1,208,842.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 393	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007456	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$848.99  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91


E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0222::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 06/24/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$848.99 from the project entitled “Decision Tools for Asset Management and Infrastructure Resilience.” This project was executed through a Military Interdepartmental Purchase Requests (MIPR) agreement with the Army Corp of Engineers. The MIPR Number for the project is W81F8E91426043.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$848.99 are hereby de-obligated from the Recovery Act activities identified in the attached Financial Plan Report (Attachment 1). The total amount of funds obligated under this contract since its inception is decreased from \$11,308,856,975.59 to \$11,308,856,126.60.
- C. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 8

Fiscal Year: 2010

Fiscal Month: 09

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: June 22, 2010 at 03:41:51 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	199,542.38	0.00	199,542.38	199,542.38
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	68,514.42	0.00	68,514.42	68,514.42
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	268,056.80	0.00	268,056.80	268,056.80
<b>Total for Fund Type: 2D</b>										0.00	268,056.80	0.00	268,056.80	268,056.80
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	0.00	-848.99	-848.99	12,383.19
<i>AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135</i>														
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	100,000.00	-848.99	99,151.01	73,408,522.43
<b>Total for Fund Type: 3D</b>										73,309,371.42	100,000.00	-848.99	99,151.01	73,408,522.43
<b>Total for Recipient Code: OR</b>										73,309,371.42	368,056.80	-848.99	367,207.81	73,676,579.23
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	368,056.80	-848.99	367,207.81	73,676,579.23

Financial Plan Number: 8  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 09

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: June 22, 2010 at 03:41:51 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	-848.99
<hr/>	
Total Appropriated Funds (Program 40):	-848.99
Total DOE and Non-Appropriated Funds:	0.00
<hr/>	
Grand Total:	-848.99
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
394	See Block 16C	10SC007508	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231			9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$59,000,085.39

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

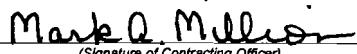
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,367,856,211.99. This represents an increase of \$59,000,085.39, from \$11,308,856,126.60 to \$11,367,856,211.99.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$4,198,538.46. Cumulative obligations of NAF since Modification 234 are \$102,672,815.68.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
   (Signature of person authorized to sign)		 (Signature of Contracting Officer)	06/24/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
395	See Block 16C	10SC007508	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,647,184.47

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,369,503,396.46. This represents an increase of \$1,647,184.47, from \$11,367,856,211.99 to \$11,369,503,396.46.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
	Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)
		16C. DATE SIGNED
		06/24/2010

2. AMENDMENT/MODIFICATION NO. 396	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007508	5. PROJECT NO. (If applicable) 1 1
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,881,859.22

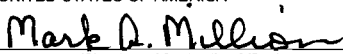
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970-5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,371,385,255.68. This represents an increase of \$1,881,859.22, from \$11,369,503,396.46 to \$11,371,385,255.68.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/24/2010
(Signature of person authorized to sign)			

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
397	See Block 16C	10SC007508	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,502,019.40

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,372,887,275.08. This represents an increase of \$1,502,019.40, from \$11,371,385,255.68 to \$11,372,887,275.08.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	06/25/2010

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES  
1 | 1

2. AMENDMENT/MODIFICATION NO. 398  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. 10SC007508  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831

7. ADMINISTERED BY (If other than Item 6) CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 CODE 099114287 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$34,514.56

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,372,921,789.64. This represents an increase of \$34,514.56, from \$11,372,887,275.08 to \$11,372,921,789.64.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Mark A. Million

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Mark A. Million (Signature of Contracting Officer) 06/25/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 400	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007508	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$403,328.00

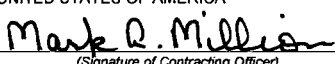
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,373,887,447.73. This represents an increase of \$403,328.00, from \$11,373,484,119.73 to \$11,373,887,447.73.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 06/25/2010

2. AMENDMENT/MODIFICATION NO. 401	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007508	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE 00518  Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) CODE 00518  Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231  CODE 099114287      FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  10B. DATED (SEE ITEM 13) 10/18/1999
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$17,919.23

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,373,905,366.96. This represents an increase of \$17,919.23, from \$11,373,887,447.73 to \$11,373,905,366.96.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	<u>Mark A. Million</u> (Signature of Contracting Officer)
	16C. DATE SIGNED
	06/25/2010





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

June 25, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 389 – 402**

A fully executed copy of contract modifications 389 through 402 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated, including Work for Others (WFO), and American Recovery and Reinvestment Act of 2009 (Recovery Act) funding. Included in these modifications are several small-dollar deobligation actions and zero-dollar re-programming actions involving Recovery Act funded projects. At this time, all appropriated funding received from other agencies via WFO program and Recovery Act funding received from different DOE Program Offices must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

2. AMENDMENT/MODIFICATION NO. 402	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007508	5. PROJECT NO. (If applicable)
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6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231  CODE 099114287      FACILITY CODE	(x)	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  10B. DATED (SEE ITEM 13) 10/18/1999
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	\$406,781.76
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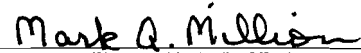
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,374,312,148.72. This represents an increase of \$406,781.76, from \$11,373,905,366.96 to 11,374,312,148.72.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/25/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 403	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007508	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$167,159.22

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 0 copies to the issuing office. **MAM 6/29/10**

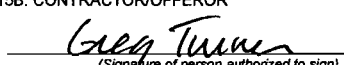
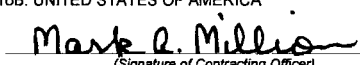
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,374,144,989.50. This represents a decrease of \$167,159.22, from \$11,374,312,148.72 to 11,374,144,989.50.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/28/2010
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 29 06/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 404	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007508	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$11,952.61

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

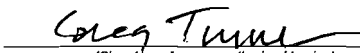
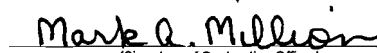
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

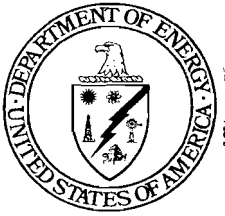
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,374,133,036.89. This represents a decrease of \$11,952.61, from \$11,374,144,989.50 to 11,374,133,036.89.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 6/29/10	16C. DATE SIGNED 06/29/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 15, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 – MODIFICATIONS 405-407**

Enclosed are fully executed copies of modifications 405 through 407 which include the de-obligation of funds under the contract. Two of the modifications (405 and 406) are Recovery Act projects that actually increase the total contract value but include work authorizations involving a deobligation. Modification 407 reflects a \$338,000 decrease in DOE appropriated funding.

If you have any questions regarding these modifications, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 405	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007603	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$5,909,156.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


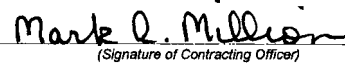
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/15/2010
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/30/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$5,909,156 to the contract. This action involves the obligation of \$6,000,000 for an Office of Energy Efficiency and Renewable Energy (EERE) project entitled “ORNL Evaluation 2009 ARRA and Retro” and de-obligates \$90,844 from an EERE project entitled “ARRA 48C Tax Credits Applications”. Another \$180,000 is being withdrawn from the work authorization for the “ARRA 48C Tax Credits Applications” project to correct a reprogramming action from a previous month.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$5,909,156 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,374,133,036.89 to \$11,380,042,192.89.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-20455-10 (Revision No. 1)	ORNL Evaluation 2009 ARRA and Retro
471999-20758-10C (Revision No. 1)  (Number from Block 8 of the Work Authorization)	ARRA 48C Tax Credits Applications

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: ORNL Evaluation 2009 ARRA and Retro		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Robert Adams		Organization Code:	Telephone No: (202) 624-5867
3. Headquarters Budget Point of Contact: Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg Telephone No: (202) 479-0439	
8. Work Authorization Number: * WI-470002-20455-10		9. Revision Number: 1	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$5,800,000	\$6,000,000	\$11,800,000
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <del>10/1/2009</del> 1/1/2010	13. Expected Completion Date: <del>9/30/2010</del> 9/30/2013
14. Statement of Work: <u>Specific Recovery Act Statement of Work</u>			
<p>Carryover funding in the amount of \$6,000,000 is authorized for WI0702000-05797-1004760-Weatheriz. Trng &amp; TA (2009). These funds are made available for Project #20455 - ORNL Evaluation 2009 ARRA and Retro . These funds are to be distributed to Agreement # 19052-ORNL Evaluation of WAP in accordance with AOP# OR22725. The funds shall be divided as follows: Task 1 \$3,000,000 - Oak Ridge National Laboratory's contractor will conduct impact assessments to evaluate energy savings and bill reductions resulting from the Weatherization Assistance Program. The Project Code is 2004360. Oak Ridge National Laboratory's contractor will also conduct analyses of the relationships between various measures and techniques employed by the program and the energy savings produced, including in-depth assessment of the approaches used to conduct/perform audits, client education, training, and monitoring. The awardees will prepare a draft and final report providing detailed assessments of energy savings, job creation, and other benefits from the program. The retrospective evaluation will cover baseline periods of Program Years 2007 and 2008. Oak Ridge National Laboratory may also conduct special studies of base load electric savings, air conditioning, health and safety, and other measures should funding permit and the results of these special reports will be integrated into the analysis of the overall performance of the Weatherization Assistance Program. Task 2) \$3,000,000 - Oak Ridge National Laboratory's contractor will conduct an evaluation of the Weatherization Assistance Program (WAP) during the period of the implementation of the American Recovery and Reinvestment Act of 2009 (ARRA). The Project Code is 2004360. This evaluation will encompass WAP Program Years 2009 and 2010. The evaluation will include: an impact analysis that will estimate national energy savings, energy cost savings, and cost effectiveness; a process evaluation that will describe how the weatherization community is dealing with ARRA provisions and expansion of the program; a non-energy benefits analysis that will focus on additional benefits attributable to the program from increases in average weatherization investments in homes, additional reductions in greenhouse gases, and expanded training in weatherization; and a post-ARRA assessment that will document plans being made by states and local agencies to maintain expanded weatherization programs and analyze new ways to leverage resources for weatherization activities, such as through voluntary carbon markets. Oak Ridge National Laboratory may also conduct special studies to estimate energy savings associated with innovations in the delivery of weatherization services, such as neighborhood sweeps and weatherization of public housing units. The awardees will prepare draft and final reports providing detailed assessments of energy savings and other benefits of the program. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy.</p>			

ARRA funding information: Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: W10702000-1004760 Project Code: ~~4004760~~ 2004360 (See previous page)  
 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.

15. Reporting Requirements: (Status reports, scientific or technical information or similar)

16. Work Authorization Program Official:

Name (typed): Kathleen B. Hogan, Deputy Assistant Secretary for Energy Efficiency	Signature: <i>Kathleen B. Hogan, acts</i>	Date: 3/16/10
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17. DOE Field Organization Official:

Name (typed): <i>Michael G. Bannan</i>	Signature: <i>M. G. Bannan</i>	Date: 5/17/10
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18. Contractor's Authorized Representative:

Name (typed): <i>D. C. Christensen</i>	Signature: <i>D. C. Christensen</i>	Date: 5/18/2010
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19. DOE Contracting Officer (or delegated representative)

Name (typed): <i>Mark A. Million</i>	Signature: <i>Mark A. Million</i>	Date: 5/17/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:

Section B: Contractor Recovery Act Performance Outcomes and Measures:

Section C: Contractor Recovery Act Deliverables:

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

#### **1. Approval of data collection instrument by OMB**

Instruments will be submitted to OMB in FY 2010, 3<sup>rd</sup> quarter.

(Given the unpredictable time to complete the OMB review process, this milestone is expected to be met in FY 2011, 1<sup>st</sup> quarter or 2<sup>nd</sup> quarter

Delay in approval will result in delay of Data Collections and Delivery of Final Report)

#### **2. Data collections**

For national energy savings attributable to

WAP for Program Year 2009: FY 2012, 1<sup>st</sup> quarter (11/15/2011)

WAP for Program Year 2010: FY 2013, 1<sup>st</sup> quarter (11/15/2012)

Data collection for the process assessment: FY 2011, 3<sup>rd</sup> quarter. (6/15/2011)

Data collection for special studies: FY 2012, 3<sup>rd</sup> quarter. (6/15/2012)

#### **3. Final Reports**

Final Report: FY 2013, 4<sup>th</sup> quarter (9/30/2013)

### Section B: Contractor Recovery Act Performance Outcomes and Measures

National energy savings attributable to WAP for Program Years (PY) 2009 & 2010

Energy savings attributable to innovations in WAP program delivery

Monetary estimates of non-energy benefits attributable to WAP for PY Years 2009 & 2010

Estimates of reductions in the emission of greenhouse gases attributable to WAP for PY Years 2009 & 2010

Qualitative observations about WAP operation and administration for PY Years 2009 & 2010 .

### Section C: Contractor Recovery Act Deliverables

Monthly Progress Reports

Interim reports documenting:

Program Year 2009 national energy savings

Program Year 2010 national energy savings

Program Year 2009 non-energy benefits

Program Year 2010 non-energy benefits

Special Studies Reports:

WAP Process Assessment

WAP Strategies Assessment for WAP post-ARRA

Final Project Report

FED 10-10042S DEC

10-101145

WCL

## U.S. DEPARTMENT OF ENERGY

## Contract Work Authorization

ARRA 48C Tax Credits Applications

Name	Org. Code	Tel. No.
Wendolyn Holland	EERE	(202) 586-3003

Name	Org. Code	Tel. No.
Thomas Heavey	EE-3B	(202) 586-4501

Office of Energy Efficiency and Renewable Energy	Catherine Zol
--	---------------

Oak Ridge Operations Office

Name:	Telephone:
UT-Batelle (Oak Ridge National Laboratory)	Michael Fietze

471999-20758-10C

1

Budget and Reporting Code	Previous	Change	Current
EB5100000-05794-1005098 (2009)	\$350,205	(\$270,844)	\$79,361

From: 10/1/2009	To: 9/30/2010	10/1/2009	9/30/2010
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**Specific Recovery Act Statement of Work**

Carryover funding in the amount of (\$270,844) is withdrawn from EB5100000-05794-1005098-Prog Dir (2009). These funds were made available for Project #20758 - ARRA 48C Tax Credits Applications. These funds were to be distributed to Agreement #20381 - ORO ARRA 48C Tax Credits Application for award to UT Batelle/Oak Ridge National Laboratory. \*\* ARRA Project 2004040 \*\* Funds were for conducting both Independent Reviews and Merit Reviews for evaluating and selecting Applications in response to IRS Notice 2009-72 titled "Qualifying Advanced Energy Project Credit. The field AFP recipient of the funds is responsible for reporting all funding obligations and costs to the Program Management Center and headquarters. The field AFP recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

**ARRA funding information:**

Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30  
B&R Code/Program Value: EB5100000-1005098  
Project Code: 2004040

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

Name (typed): A. Avon Meacham, Director OPBA Signature: *[Signature]* Date: 6/16/2010

Name (typed): Michele G. BRANTON Signature: *[Signature]* Date: 6/29/2010

Name (typed): Dana Christensen Signature: *[Signature]* Date: 6/29/10

Name (typed): MARK A. MILLION Signature: *[Signature]* Date: 6/21/10

\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-14105 AFP Oct

**Attachment A - Contractor Recovery Act Performance Requirements**

N/A

N/A

N/A

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	0.00	19,300,000.00	19,300,000.00
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	34,000,000.00	0.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,000,000.00	73,500.00	20,073,500.00	20,073,500.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10 \$20,000,000; Move funding to Major Item of Equipment: Carbon Fiber Semiproduction Equipment MIE: 01VP; Work Authorization Number: BA-470002-20886-10 Rev 2 \$73,500; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	973,500.00	-73,500.00	900,000.00	900,000.00
<i>AY 2009 - Work Authorization Number: BA-470002-20886-10; Appropriation Symbol: 8909/100331 \$20,000,000 Work Authorization Number: BA-470002-20842-10; Appropriation Symbol: 8909/100331 \$900,000</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	20,973,500.00	0.00	20,973,500.00	20,973,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	350,205.00	-90,844.00	259,361.00	259,361.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B \$350,205; WAS Number: 470002-21045-10 moves \$180,000 from CPS Project # 20758 on WAS 471999-20758-10B to new task (CPS Project 21045); WAS Number: 471999-20758-10C, \$&lt;90,844&gt;; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	0.00	400,000.00	550,291.32
<i>AY 2009 - Work Authorization Number 470002-20476-10; Work Authorization Number: 470002-20698-10; Work Authorization Number 470002-20698-10, Rev 2, \$&lt;50K&gt;; Appropriation Number 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	-90,844.00	659,361.00	809,652.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	0.00	65,000.00	711,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	65,000.00	0.00	65,000.00	2,215,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	79,906,340.00	-90,844.00	79,815,496.00	112,068,032.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	8,800,000.00	6,000,000.00	14,800,000.00	26,368,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	8,800,000.00	6,000,000.00	14,800,000.00	26,368,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	8,800,000.00	6,000,000.00	14,800,000.00	26,368,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Program Parent/Control Point: WI0300000</b>										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Fund Type: ZX</b>										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Recipient Code: OR</b>										60,610,257.80	94,706,340.00	5,909,156.00	100,615,496.00	161,225,753.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	94,706,340.00	5,909,156.00	100,615,496.00	161,225,753.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	94,706,340.00	5,909,156.00	100,615,496.00	161,225,753.80



Financial Plan Number: 10  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 09

## Financial Plan Report - Detail

Site: OR

Page 3 of 3  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: June 25, 2010 at 09:41:25 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	5,909,156.00
Grand Total:	5,909,156.00
Total Non-Appropriated Funds:	0.00

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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 406 See Block 16C 10SC007728  
 6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 UT-BATTELLE, LLC (x)  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 DE-AC05-000R22725  
 10B. DATED (SEE ITEM 13)  
 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$7,950,000.00  
 See Page 2.

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Greg Turner Mark A. Million  
 Chief Financial Officer  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 \_\_\_\_\_ 7/15/2010 \_\_\_\_\_ 06/30/2010  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$7,950,000 to the contract. This action involves the obligation of \$8,000,000 for one Office of Energy Efficiency and Renewable Energy (EERE) project and the de-obligation of \$50,000 from another EERE project. The Work Authorizations for these projects are reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$7,950,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,380,042,192.89 to \$11,387,992,192.89.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-21026-10 (Revision No. 1)	P 13.1 ORNL Quality Assurance Program
470002-20476-09  (Number from Block 8 of the Work Authorization)	Federal Laboratory Support for Recovery Act Transactions ARRA FY2009

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: P 13.1 ORNL Quality Assurance Program <i>ARRA</i>		1b. Work Proposal Number (if applicable): FWP# ORNL TBD	
2. Headquarters Program Point of Contact: Name: Jennifer Somers                      Organization Code:                      Telephone No: (202) 287-1740			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number:* WI-470002-21026-10		9. Revision Number: 1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$0.00	\$8,000,000.00 ✓	\$8,000,000.00
<i>6/1/2010 WCL</i>			
11. Performance period covered by funds: From: <del>10/01/2009</del> To: <del>09/30/2010</del> <i>12 WCL</i>		12. Work Start Date: <del>10/01/2009</del> <i>6/1/2010 WCL</i>	13. Expected Completion Date: <del>09/30/2010</del> <i>12 WCL</i>
14. Statement of Work:			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$8,000,000.00 is authorized for WI0702000-05797-1004760-Weatheriz. Trng & TA (2009). DOE, through ORNL, will administer a quality assurance program to assure success in the use of Federal grants and to ensure quality controls are in place to ensure safe installation and construction practices by grantees. ORNL will solicit a prime contractor to carry out a national WAP Quality Assurance Plan (defined by DOE) with the following objectives: 1) To provide an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and DOE Weatherization and other retrofit program requirements; 2) To assure that grantees utilize appropriate plans, procedural controls (including quality control protocols), and processes; 3) To ensure consistent application of program standards nationwide; 4) To encourage and enhance best management practices; 5) To provide clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
<b>ARRA funding information:</b>			
Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30			
B&R Code/Program Value: WI0702000-1004760			
Project Code: <del>1004760</del> <i>2004360 (see attached from Jay Schell HQ)</i>			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of			

EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Kathleen B. Hogan, Deputy Assistant Secretary for Energy Efficiency	Signature: f78e0343-ad3b-41f2-915c- 5ab18ba0f112	Date: 4/26/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Brantley	Signature: M. G. Brantley	Date: 6-22-2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 23 June 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 6/21/10
* The work authorization number will consist of the program code, AFP code, solicitation/project Id, and the fiscal year		

FED 10-10118S AFP Jun

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Provide an ORNL Quality Assurance Program plan for soliciting contractor bids. Develop a Quality Assurance Program solicitation. Administer the Quality Assurance Program over the life of the program. Provide a final report on the success of the Quality Assurance Program. <i>By 9/30/2012 WCL</i>
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Program Plan - Timely submission of Plan in coordination with DOE WAP T& TA manager; Solicitation - Timely execution of solicitation to deploy contractor(s) to audit WAP weatherized homes. Meet quantity goals of WAP program review of homes weatherized.
Section C: Contractor Recovery Act Deliverables:
Intermediate and Final drafts of Quality Assurance Program plan; Copy of Quality Assurance Program solicitation and response information. Monthly reports on Quality Assurance Program activities.

## U.S. DEPARTMENT OF ENERGY

## Contract Work Authorization

<b>14. Solicitation/Procurement ID:</b>	<b>15. Work Proposal Number (if applicable):</b>
Federal Laboratory Support for Recovery Act Transactions ARRA FY09	FWP #999999999

<b>16. Primary Point of Contact:</b>		
<b>Name</b>	<b>Org. Code</b>	<b>Tel. No.</b>
Philip Hayes		(202) 586-4814

<b>17. Budget Point of Contact:</b>		
<b>Name</b>	<b>Org. Code</b>	<b>Tel. No.</b>
Thomas Heavey	EE-3B	(202) 586-4501

<b>18. Responsible Program:</b>	<b>Responsible Secretariat/Officer:</b>
Office of Energy Efficiency and Renewable Energy	Catherine Zoi

<b>19. Responsible Organization:</b>
Oak Ridge Operations Office

<b>20. Site and Facility Name/Address:</b>	<b>21. Contact Name/Phone Number:</b>
University of Tennessee - Battelle (Oak Ridge National Laboratory)	Name: Michaela Martin Telephone: (865) 574-8888

<b>22. Work Authorization No.:</b>	<b>Revision No.:</b>
470002-20476-09	

<b>23. Budget and Reporting Code (2009):</b>			
<b>Budget and Reporting Code</b>	<b>Previous</b>	<b>Change</b>	<b>Current</b>
EB5100000-05794-1005098	\$700,000	(\$50,000)	\$650,000

<b>24. Performance Period Covered (From/To):</b>	<b>25. Work Start Date:</b>	<b>26. Expected Completion Date:</b>
From: 10/1/2008 To: 9/30/2009	10/1/2008	9/30/2009

<b>27. Statement of Work:</b>
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Funding in the amount of (\$50,000) is withdrawn from EB5100000-05794-1005098-Proc Dir. These funds were made available for Project #20476 - Federal Laboratory Support for Recovery Act Transactions ARRA FY09. These funds were to be distributed to Agreement #19096 - ORNL Support for ARRA Transactions in accordance with FWP #999999999. ORNL will provide direct Technical Assistance to the Energy Efficiency Conservation Block Grant (EECBG) Recovery Act recipients including assisting with developing and planning energy efficiency conservation strategies and plans, and project activity sheets in preparation for submitting applications. The Project Code for this activity is 2004040. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB5100000-1005098 Project Code: 2004040</p>

FED # 10-12136

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, milestones and results information or skiffs)

16. DOE Authorization Program Official:

Name (typed): A. Avon Meacham, Director OPBA Signature: *A. Avon Meacham* Date: 6/28/2010

17. DOE Field Organization Official:

Name (typed): Signature: Date:

18. Contractor's Authorized Representative:

Name (typed): Dana Christensen Signature: *Dana Christensen* Date: 6/29/10

19. DOE Contract Officer or delegated representative:

Name (typed): MARK A. MILLION Signature: *Mark A. Million* Date: 6/29/10

\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestones Requirements

N/A

Section B: Contractor Recovery Act Performance Outcomes and Measures

N/A

Section C: Contractor Recovery Act Deliverables

N/A

FED 10-12136



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: June 29, 2010 at 03:11:18 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	0.00	19,300,000.00	19,300,000.00
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
Total for Program Parent/Control Point: 39EB00000PRN10EE05000										0.00	34,000,000.00	0.00	34,000,000.00	34,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
Total for Program Parent/Control Point: BM0100000										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
Total for Program Parent/Control Point: BT0000000										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
Total for Program Parent/Control Point: EB2100000										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
Total for Program Parent/Control Point: EB2500000										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,073,500.00	0.00	20,073,500.00	20,073,500.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	900,000.00	0.00	900,000.00	900,000.00
Total for Program Parent/Control Point: EB3600000										0.00	20,973,500.00	0.00	20,973,500.00	20,973,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
Total for Program Parent/Control Point: EB4000000										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	259,361.00	0.00	259,361.00	259,361.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	400,000.00	-50,000.00	350,000.00	500,291.32
AY 2009 - Work Authorization Number 470002-20476-10; Work Authorization Number 470002-20476-09, \$<50K>; Appropriation Number 8909/100331														
Total for Program Parent/Control Point: EB5100000										150,291.32	659,361.00	-50,000.00	609,361.00	759,652.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
Total for Program Parent/Control Point: ED0000000										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	0.00	65,000.00	711,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
Total for Program Parent/Control Point: EL1700000										2,150,509.94	65,000.00	0.00	65,000.00	2,215,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Program Parent/Control Point: WI1100000										2,477,283.34	0.00	0.00	0.00	2,477,283.34

**Financial Plan Report - Detail**

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for Fund Type: ZT										32,252,536.72	79,815,496.00	-50,000.00	79,765,496.00	112,018,032.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
Total for Program Parent/Control Point: WI1001000										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
Total for Fund Type: ZV										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	14,800,000.00	8,000,000.00	22,800,000.00	34,368,008.19
AY 2009 - Work Authorization #: WI-470002-18777-09, \$5.8M; WAS #: WI-470002-20443-09, \$6.0M; WAS #: WI-470002-20455-10, \$5.8M; WAS #: WI-470002-20994-10, \$3.0M; WAS #: WI-470002-20455-10, \$6.0M; WAS #: WI-470002-21026-10, \$8M; Appropriation Symbol: 8909/100331														
Total for Program Parent/Control Point: WI0702000										11,568,008.19	14,800,000.00	8,000,000.00	22,800,000.00	34,368,008.19
Total for Fund Type: ZW										11,568,008.19	14,800,000.00	8,000,000.00	22,800,000.00	34,368,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Program Parent/Control Point: WI0300000										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Fund Type: ZX										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Recipient Code: OR										60,610,257.80	100,615,496.00	7,950,000.00	108,565,496.00	169,175,753.80
Total for Reporting Entity: 470002										60,610,257.80	100,615,496.00	7,950,000.00	108,565,496.00	169,175,753.80
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										60,610,257.80	100,615,496.00	7,950,000.00	108,565,496.00	169,175,753.80

Financial Plan Number: 11

Fiscal Year: 2010

Fiscal Month: 09

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: June 29, 2010 at 03:11:18 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	7,950,000.00
Grand Total:	7,950,000.00
Total Non-Appropriated Funds:	0.00

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO. 407  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 10SC007712  
5. PROJECT NO. (If applicable)  
6. ISSUED BY CODE 00518  
7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. x  
DE-AC05-00OR22725  
10B. DATED (SEE ITEM 13)  
10/18/1999

CODE 099114287 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$338,000.00

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

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,387,654,192.89. This represents a decrease of \$338,000.00, from \$11,387,992,192.89 to \$11,387,654,192.89.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$0.  
Cumulative obligations of NAF since Modification 234 are \$102,672,815.68.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
Greg Turner  
Chief Financial Officer

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Mark A. Million

15B. CONTRACTOR/OFFEROR  
Greg Turner  
(Signature of person authorized to sign)

15C. DATE SIGNED  
7/15/2010

16B. UNITED STATES OF AMERICA  
Mark A. Million  
(Signature of Contracting Officer)

16C. DATE SIGNED  
06/30/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 15, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 – MODIFICATION 408**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification replaces Appendix B of Section J with a revised list of Key Personnel. The revised list reflects the acceptance of Dr. Brent Park as Associate Laboratory Director, Global Security. The modification recognizes that the National Security and Global Initiatives Directorates have combined to form the new Global Security Directorate.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer


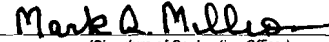
Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 408	3. EFFECTIVE DATE 07/06/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) 952.215-70 KEY PERSONNEL (DEC 2000), P.L. 95-91, and Mutual Agreement		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the acceptance of Brent Park as "Associate Laboratory Director, Global Security".

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 7/15/2010	16C. DATE SIGNED 7/15/2010

APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, “Key Personnel.”

- |   |                    |
|---|--------------------|
| 1. Laboratory Director, ORNL  | Thomas Mason       |
| 2. Deputy Director, Science and Technology                              | Thomas Zacharia    |
| 3. Deputy Director, Operations  | Jeff Smith         |
| 4. Associate Laboratory Director, Neutron Sciences                      | Ian Anderson       |
| 5. Associate Laboratory Director, Physical Sciences                     | Michelle Buchanan  |
| 6. Associate Laboratory Director, Biological and Environmental Sciences | Martin Keller      |
| 7. Associate Laboratory Director, Energy and Engineering Sciences       | Dana Christensen   |
| 8. Associate Laboratory Director, Global Security                       | Brent Park         |
| 9. Associate Laboratory Director, Computing and Computational Sciences  | Jeffrey Nichols    |
| 10. Director, Facilities and Operations                                 | Herbert Debban     |
| 11. Director, Environment, Safety, Health and Quality                   | Joseph Herndon     |
| 12. Director, Nuclear Operations  | Kelly Beierschmitt |
| 13. General Counsel   | Nicole Porter      |
| 14. Chief Financial Officer   | Gregory Turner     |





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 15, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

**CONTRACT NO. DE-AC05-00OR22725: MODIFICATION NO. 409**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification includes the revised Appendix E of the contract by incorporating Requirement Change Notice No. OR-41.

If you have any questions regarding this modification, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

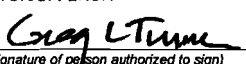
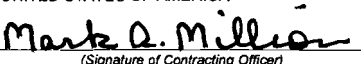
Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 409	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-41 attached hereto. Requirement Change Notice No. OR-41 includes those directive which have been accepted through May 31, 2010.

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/15/2010	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/15/2010



**Summary of Changes for RCN-41  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	Deletions	Contract Mod. 341 03/23/2010
DOE N 153.2	Connectivity to National Atmospheric Release Advisory Center (NARAC)	Deletions	Contract Mod. 341 03/23/2010
DOE M 200.1-1, Chapter 9	Public Key Cryptography and Key Management	Deletions	Contract Mod. 341 03/23/2010
DOE N 205.2	Foreign National Access to DOE Cyber Systems	Deletions	Contract Mod. 341 03/23/2010
DOE N 205.11	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology systems	Deletions	Contract Mod. 341 03/23/2010
DOE M 205.1-5, Administrative Change 1	Cyber Security Process Requirements Manual	Deletions	Contract Mod. 341 03/23/2010
DOE M 205.1-5, Administrative Change 2	Cyber Security Process Requirements Manual	Additions Implementation Plan to be submitted	Contract Mod. 341 03/23/2010
DOE M 205.1-6, Administrative Change 1	Media Sanitization Manual	Deletions	Contract Mod. 341 03/23/2010
DOE M 205.1-6, Administrative Change 2	Media Sanitization Manual	Additions Implementation Plan to be submitted	Contract Mod. 341 03/23/2010
DOE M 205.1-7, Administrative Change 1	Security Controls for Unclassified Information Systems Manual	Deletions	Contract Mod. 341 03/23/2010
DOE M 205.1-7, Administrative Change 2	Security Controls for Unclassified Information Systems Manual	Additions Implementation Plan to be submitted	Contract Mod. 341 03/23/2010
DOE M 205.1-8, Administrative Change 1	Cyber Security Incident Management Manual	Deletions	Contract Mod. 341 03/23/2010
DOE M 205.1-8, Administrative Change 2	Cyber Security Incident Management Manual	Additions Implementation Plan to be submitted	Contract Mod. 341 03/23/2010
DOE O 350.1, Change 2	Contractor Human Resource Management Programs	Deletions	ORO Letter 03/30/2010 ORNL Letter 04/28/2010
DOE O 350.1, Change 3	Contractor Human Resource Management Programs	Additions	ORO Letter 03/30/2010 ORNL Letter 04/28/2010
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information	Deletion	ORO Letter 04/09/2010 ORNL Letter 05/07/2010

**Summary of Changes for RCN-41**  
**Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	Additions	ORO Letter 04/09/2010 ORNL Letter 05/07/2010
DOE M 573.1-1	Mail Services User's Manual	Deletions	Contract Mod. 341 03/23/2010
DOE O 2340.1C	Coordination of General Accounting Office Activities	Deletions	Contract Mod. 341 03/23/2010
DOE O 5480.19, Change 1	Conduct of Operation for DOE Facilities	Implementation Plan Closure approved by ORO 03/12/2010	ORO Email 03/17/2010 ORNL Email 03/17/2010
DOE O 5560.1A	Priorities and Allocation Program	Deletions	Contract Mod. 341 03/23/2010
DOE Technical Direction CIAC 682, 532	System Searches for Cyber Incident Advisory Capability (CIAC) Number 628 and 632 Files	Deletions	Contract Mod. 341 03/23/2010
Policy Flash 2010-35	Unclassified Foreign National Visits and Assignments	Additions	ORO email 05/10/2010
Standards/Requirements Identification Documents (S/RIDs)	- Occurrence Reporting - Emergency Management	Functional Area Sets Removed	Contract Mod. 341 03/23/2010
DOE O 151.1C, DOE O 153.1, DOE N 234.1, DOE O 341.1, DOE O 414.1C, DOE O 420.1B, DOE O 420.2B, DOE O 425.1C, DOE O 433.1A, DOE O 440.2B, DOE O 450.1A, DOE N 456.1, DOE O 460.1B, DOE-STD-1090, DOE-STD-1186-2004, DOE O 5400.5, DOE O 5480.19, DOE O 5480.20A	See Baseline for Titles	Changed Footnote 1 and 2	Contract Mod. 341 03/23/2010
DOE N 206.4	Personal Identify Verification	Deletions of Footnote 3	Contract Mod. 341 03/23/2010

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 10/03/2008.				
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
Compliance Line: Implementation Plan approved by DOE on 09/02/2009.				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
<b>DOE M 205.1-5, Administrative Change 2</b>	<b>12/22/2009</b>	<b>Cyber Security Process Requirements Manual</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.</b>				
<b>DOE M 205.1-6, Administrative Change 2</b>	<b>12/22/2009</b>	<b>Media Sanitization Manual</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.</b>				
<b>DOE M 205.1-7, Administrative Change 2</b>	<b>12/22/2009</b>	<b>Security Controls for Unclassified Information Systems Manual</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.</b>				
<b>DOE M 205.1-8, Administrative Change 2</b>	<b>12/22/2009</b>	<b>Cyber Security Incident Management Manual</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.</b>				
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		

**Appendix E**  
**Baseline List of**  
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DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE O 226.1A	07/31/2007	Implementation of Department of Energy Oversight Policy		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 04/18/2007.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		<b>See Footnote (2)</b>
<b>DOE O 350.1, Change 3</b>	<b>02/23/2010</b>	<b>Contractor Human Resource Management Programs</b>		
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		
DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan approved by DOE on 5/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				
DOE O 420.1B	12/22/2005	Facility Safety		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
<b>Exemption Request: Submitted to DOE for CTA approval on 04/16/2010 per DOE O 410.1.</b>				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 425.1C	03/13/2003	Startup and Restart of Nuclear Facilities		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
DOE O 433.1A	02/13/2007	Maintenance Management Program for DOE Nuclear Facilities		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
Compliance Line: Implementation is in accordance with a Maintenance Implementation Plan required by the Order.				
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
Compliance Line: Implementation Plan approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		<b>ES&amp;H-related Directive included in WSS. See Footnote (1)</b>
DOE O 460.1B	04/04/2003	Packaging and Transportation Safety		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
DOE M 470.4-2A	07/23/2009	Physical Protection		
Compliance Line: Implementation Plan submitted to DOE on 12/16/2009.				
DOE M 470.4-4A	01/16/2009	Information Security Manual		



**Appendix E**  
**Baseline List of**  
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**List B - List of Applicable Directives**

DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
<b>DOE O 471.1B</b>	<b>03/01/2010</b>	<b>Identification and Protection of Unclassified Controlled Nuclear Information</b>		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>

**Appendix E**  
**Baseline List of**  
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DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				
<b>Policy Flash 2010-35</b>	<b>03/09/2010</b>	<b>Unclassified Foreign National Visits and Assignments</b>		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

Work Smart Standards (WSS) Sets can be found at the following address: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>71</b> 04/16/2010	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	20 07/11/2008	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	19 07/11/2008	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	18 07/11/2008	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	19 07/11/2008	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	8 02/20/2007	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	<b>10</b> 04/16/2010	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	<b>22</b> 04/16/2010	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	
S/RID	11/20/1997	Occurrence Reporting	<b>Removed</b> 4/1/2010	Removed per Contract Mod 341
S/RID	11/05/1996	Emergency Management	<b>Removed</b> 4/1/2010	Removed per Contract Mod 341

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 13, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 410**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification reflects the reprogramming of American Recovery and Reinvestment Act of 2009 funding under the contract for Work Authorization No. ST/OR41/9/ARRA-3 entitled "Nuclear Physics-Enhanced Utilization of Isotope Facilities (2005230)". The total amount of funds obligated under this contract is unchanged and remains at \$11,387,654,192.89.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 410	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC007976	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 111-5 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 4180::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/13/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds under the project entitled “Nuclear Physics-Enhanced Utilization of Isotope Facilities (2005230)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,387,654,192.89.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. ST/OR41/9/ARRA-3 (Revision No. 06) (Attachment 1)  (Number from Block 8 of the Work Authorization)	Nuclear Physics-Enhanced Utilization of Isotope Facilities (Project Code 2005230)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-X-4180**

1a. Project Title: <b>Nuclear Physics -- Enhanced Utilization of Isotope Facilities (2005230)</b>		1b. Work Proposal Number (if applicable): <b>Various</b>	
2. Headquarters Program Point of Contact: Name: <b>Timothy J. Hallman</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact: Name: <b>Andrea Conrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT-Battelle LLC -- Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>Jeffrey Binder</b> Telephone No.: <b>865-576-3879</b>	
8. Work Authorization Number: <b>ST/OR41/9/ARRA-3</b>		9. Revision Number: <b>06</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>ST</b> Previous: <b>\$4,847</b> Change: <b>\$0</b> Current: <b>\$4,847*</b>			
11. Performance Period Covered by Funds: From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>10/2009</b>	13. Expected Completion Date: <b>10/2011</b>

14. Statement of Work (See attached)

This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.

Specific Recovery Act Statement of Work:

**\$500,000 in EQU funds previously provided for this Recovery Act project for remote target fabrication refurbishment is withdrawn and provided as OPE funds for the production of Actinium-227 by recovery and purification from Actinium-Beryllium neutron sources. This replenishes funding that was redirected in the June AFP from Ac-227 to meet remote target fabrication milestones.**

**Attachment A, Contractor Recovery Act Performance Requirements, remains unchanged from Revised Work Authorization, Revision 01, signed by Eugene A. Henry on 6/25/2009.**

\* Includes OPE funding \$2,947,000 and EQU funding \$1,900,000.



**Continuation of WAS - Enhanced Utilization of Isotope Facilities (2005230)**

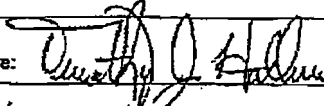
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): Timothy J. Hallman

Signature:



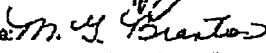
Date:

June 25, 2010

17. DOE Field Organization Official.

Name (typed): M.G. Branton

Signature:



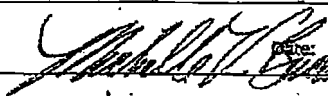
Date:

6/29/2010

18. Contractor's Authorized Representative *CRM 6/29/2010*

Name (typed): Michele V. Buchanan

Signature:



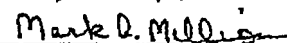
Date:

7/1/10

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature:



Date:

6/28/10

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 1

Fiscal Year: 2010

Fiscal Month: 10

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

#### OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)

Report Generated on: July 12, 2010 at 09:37:15 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	02302	VQ	2720715	ST5001030	25400	0000000	2005280	0000000		3,117,000.00	0.00	0.00	0.00	3,117,000.00
470002	02302	VQ	2720715	ST5001030	31003	0000000	2005280	0000000		1,000,000.00	0.00	0.00	0.00	1,000,000.00
470002	02302	VQ	2720719	ST6001030	25400	0000000	2005230	0000000		2,341,893.45	0.00	500,000.00	500,000.00	2,841,893.45
<i>AY 2009 - Work Authorization ST/OR41/9/ARRA-3, Includes Revisions 05 and 06</i>														
470002	02302	VQ	2720719	ST6001030	31003	0000000	2005230	0000000		2,400,000.00	0.00	-500,000.00	-500,000.00	1,900,000.00
<i>AY 2009 - Work Authorization ST/OR41/9/ARRA-3, Includes Revisions 05 and 06</i>														
<b>Total for Program Parent/Control Point: ST0000000</b>										<b>8,858,893.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,858,893.45</b>
<b>Total for Fund Type: VQ</b>										<b>8,858,893.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,858,893.45</b>
<b>Total for Recipient Code: OR</b>										<b>8,858,893.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,858,893.45</b>
<b>Total for Reporting Entity: 470002</b>										<b>8,858,893.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,858,893.45</b>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)</b>										<b>8,858,893.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,858,893.45</b>

Financial Plan Number: 1

Fiscal Year: 2010

Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)

Report Generated on: July 12, 2010 at 09:37:15 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 20, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 411 – 418**

A fully executed copy of contract modifications 411 through 418 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated, including Work for Others (WFO), and American Recovery and Reinvestment Act of 2009 (Recovery Act) funding. Included in these modifications is a small-dollar deobligation action involving a Recovery Act funded project. At this time, all appropriated funding received from other agencies via WFO program and Recovery Act funding received from different DOE Program Offices must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
411	See Block 16C	10SC008066		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
CODE 099114287		FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$33,818,406.67

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,421,472,599.56. This represents an increase of \$33,818,406.67, from \$11,387,654,192.89 to \$11,421,472,599.56.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$1,340,421.53. Cumulative obligations of NAF since Modification 234 are \$104,013,237.21.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	07/19/2010

2. AMENDMENT/MODIFICATION NO. 412	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008066	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE	CODE 00518

U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287      FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)      Net Increase:      \$1,853,864.09


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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,423,326,463.65. This represents an increase of \$1,853,864.09, from \$11,421,472,599.56 to \$11,423,326,463.65.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 07/19/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 413	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008066	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. (x)		
CODE 099114287		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725 x		
		10B. DATED (SEE ITEM 13) 10/18/1999		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$260,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,423,586,463.65. This represents an increase of \$260,000.00, from \$11,423,326,463.65 to \$11,423,586,463.65.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 07/19/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 414	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008066	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$235,881.76

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,423,822,345.41. This represents an increase of \$235,881.76, from \$11,423,586,463.65 to \$11,423,822,345.41.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/19/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 415	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008066	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9A. AMENDMENT OF SOLICITATION NO. (x)		
CODE 099114287		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13) 10/18/1999		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$616,907.78

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,424,439,253.19. This represents an increase of \$616,907.78, from \$11,423,822,345.41 to \$11,424,439,253.19.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	07/19/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 416	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008066	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$72,815.53

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,424,512,068.72. This represents an increase of \$72,815.53, from \$11,424,439,253.19 to \$11,424,512,068.72.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/20/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 417	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008098	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$20,859.74  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0240::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/20/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the project entitled “Installation of Natural Gas Lines for Decentralization from Central Heat Plant (West of Atlantic Ave) at Dover AFB”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$20,859.74 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,424,512,068.72 to \$11,424,532,928.46.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the Military Interdepartmental Purchase Requests (MIPR) packages referenced in the table below. Attachment 1 to this modification contains the MIPR document (DD Form 448).

MIPR Number	MIPR Title
F1Q3CS9055G001  (Numbers from Block 5 of the MIPRs)	Installation of Natural Gas Lines for Decentralization from Central Heat Plant (West of Atlantic Ave) at Dover AFB

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved Military Interdepartmental Purchase Requests package for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST

1. PAGE: 1

2. FSC  
3. CONTROL SYMBOL NO.  
4. DATE PREPARED 25-MAR-10  
5. MIPR NUMBER F1Q3CS9Q55G001  
6. AMEND NO. 5

7. TO: Ms. Teresa Hope, M-6.1  
DOE Oak Ridge Field Office  
P.O. Box 2001  
Oak Ridge, TN 37831  
865-576-0646

8. FROM: (Agency, name, telephone number of originator)  
Jo Anne Deramo  
436 CES/CEAO  
600 Chevron Ave  
Dover AFB DE 19902-5600  
302-677-6842

9. ITEMS  ARE  ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING  
 HAS  HAS NOT BEEN ACCOMPLISHED.

ITEM NO.	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.)	QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE
a	b	c	d	e	f
1	Increase of funds in the amount of 20,859.74 on project FJXT0710231. Funds provided under the American Recovery and Reinvestment Act of 2009.  FJXT091076W1, Decentralization of Facilities from Central Heat Plant, Phase 1 West of Atlantic Ave  Return copies of DD Form 448-2 MIPR Acceptance to: 1. DFAS/AILOV, 27 Arkansas Rd, Suite 207, Limestone, ME 04751 2. 436 CES/CEAO, 600 Chevron Ave, Dover AFB DE 19902-5600	1	EA	20,859.74	20,859.74
//SIGNED*// 26-MAR-10 DERAMO, J., GS12 SUPV ENVIRONMENTAL ENG 436CES/CEV 445-6842					

10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS, SHIPPING INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS. 11. GRAND TOTAL \$ 20,859.74

12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)  
13. MAIL INVOICES TO (Payment will be made by)  
DFAS/AILOV  
27 Arkansas Rd, Suite 207  
Limestone, ME 04751 PAY OFFICE DODAAD 667100

14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.

ACRN	APPROPRIATION	LIMIT/SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	ACCTG STA DODAAD	AMOUNT
RA	5793404		RM9 65MH 3A4449 01000 52900 22176F 667100 WD:A81991 ESP:GY FSR: 005497 PSR: 274973 DSR: 328912	F67100	\$ 20,859.74
31-MAR-10 CLIFFORD, J. V., GS11 CERTIFYING OFFICER 436CPTS/DMA 302-677-4538 //DIGITALLY SIGNED*//					

15. AUTHORIZING OFFICER. (Type name and title)  
WILLIAMS, J. M., YC2 BUDGET ANALYST  
436CES/C2RF 677-6822

16. SIGNATURE  
//SIGNED\*//

17. DATE  
26-MAR-10

## AMENDMENT CONTINUATION

PAGE 2

MIPR NUMBER F1Q3CS9055G001

Document Amendment Summary		
BASIC	\$	6,170,000.00
AMENDMENT 001	\$	<70,000.00>
AMENDMENT 002	\$	216,400.00
AMENDMENT 003	\$	<859.00>
AMENDMENT 004	\$	<74.00>
AMENDMENT 005	\$	20,859.74
REVISED TOTAL	\$	6,336,326.74

\*\*The Document/Amendment Summary does not represent the Government Accounting System\*\*



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 2  
 Fiscal Year: 2010  
 Contract Modification Number: \*\* No MOD \*\*  
 Fiscal Month: 10  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: July 14, 2010 at 05:14:43 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	4,466,463.27	0.00	0.00	0.00	4,466,463.27
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	1,306,183.84	-74.00	20,859.74	20,785.74	1,326,969.58
<i>AY 2010 - AY 2010 - ARRA - FJXT0710231, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS</i>														
<i>5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	459,739.84	0.00	0.00	0.00	459,739.84
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	4,446,138.69	0.00	0.00	0.00	4,446,138.69
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	4,439,247.09	0.00	0.00	0.00	4,439,247.09
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	2,281,783.84	-6.00	0.00	-6.00	2,281,777.84
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	3,440,091.34	0.00	0.00	0.00	3,440,091.34
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	3,645,298.77	0.00	0.00	0.00	3,645,298.77
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0495583	45WV13201	81,767.13	-168.91	0.00	-168.91	81,598.22
470002	00916	3X	1720327	400403909	25400	0000000	0000000	0495674	45WV10201	635,067.00	0.00	0.00	0.00	635,067.00
<b>Total for Program Parent/Control Point: 400000000</b>										25,201,780.81	-248.91	20,859.74	20,610.83	25,222,391.64
<b>Total for Fund Type: 3X</b>										25,201,780.81	-248.91	20,859.74	20,610.83	25,222,391.64
<b>Total for Recipient Code: OR</b>										25,201,780.81	-248.91	20,859.74	20,610.83	25,222,391.64
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										25,201,780.81	-248.91	20,859.74	20,610.83	25,222,391.64

Financial Plan Number: 2  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 10

**Financial Plan Report - Detail**

Site: OR

Page 2 of 2  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: July 14, 2010 at 05:14:43 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	20,859.74
Total Appropriated Funds (Program 40):	20,859.74
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	20,859.74
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 418	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008127		5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$102.00  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/20/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$102.00 from the Office of Science project entitled “Advanced Scientific Computing Research - Computational Partnerships (SciDAC-e)(2005060).” This project was executed under work authorization KJ/OR41/9/ARRA-3.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$102.00 are hereby de-obligated from the Recovery Act activities identified in the attached Financial Plan Report (Attachment 1). The total amount of funds obligated under this contract since its inception is decreased from \$11,424,532,928.46 to \$11,424,532,826.46.
- C. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: July 15, 2010 at 01:29:22 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
Total for Program Parent/Control Point: 39KG01000PRN08SC71000										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	842.00	0.00	842.00	180,842.00
Total for Program Parent/Control Point: AT0000000										180,000.00	250,842.00	0.00	250,842.00	430,842.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
Total for Program Parent/Control Point: KB0000000										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	2,504,000.00	0.00	2,504,000.00	2,504,000.00
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	2,355,000.00	0.00	2,355,000.00	2,355,000.00
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	145,000.00	0.00	145,000.00	145,000.00
Total for Program Parent/Control Point: KC0200000										5,785,000.00	5,004,000.00	0.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924193	KC0307010	25400	0000000	2005000	0000000		0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
Total for Program Parent/Control Point: KC0300000										0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
Total for Program Parent/Control Point: KG0900000										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	108,000.00	-102.00	107,898.00	3,857,898.00
AY 2009 - Certification from HQ dated July 7, 2010 Reduction to project of \$102.00														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
Total for Program Parent/Control Point: KJ0000000										26,150,000.00	2,574,228.69	-102.00	2,574,126.69	28,724,126.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	427,000.00	0.00	427,000.00	2,536,153.98
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	-427,000.00	0.00	-427,000.00	630,415.00
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	0.00	175,000.00	596,432.62
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	0.00	-175,000.00	4,740,940.86
Total for Program Parent/Control Point: KP1500000										8,503,942.46	0.00	0.00	0.00	8,503,942.46
Total for Fund Type: WO										114,187,192.20	11,428,877.35	-102.00	11,428,775.35	125,615,967.55
Total for Recipient Code: OR										114,187,192.20	11,428,877.35	-102.00	11,428,775.35	125,615,967.55
Total for Reporting Entity: 470002										114,187,192.20	11,428,877.35	-102.00	11,428,775.35	125,615,967.55

Financial Plan Number: 9  
 Fiscal Year: 2010  
 Fiscal Month: 10  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

**Financial Plan Report - Detail**

Site: OR  
 Page 2 of 3  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: July 15, 2010 at 01:29:22 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)										114,187,192.20	11,428,877.35	-102.00	11,428,775.35	125,615,967.55



Financial Plan Number: 9  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 10

**Financial Plan Report - Detail**

Site: OR

Page 3 of 3  
Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: July 15, 2010 at 01:29:22 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-102.00
Grand Total:	-102.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 26, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 419**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$23,238,623 to the contract for two Environmental Management projects. The total amount of funds obligated under this contract since its inception is increased from \$11,424,532,826.46 to \$11,447,771,449.46.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 419	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008269	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$23,238,623.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0335::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/26/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$22,038,623 for the project entitled “ARRA Non-Defense Beta-3 Legacy Material Removal, Soils and Slab Removal, and Demolition and Gaseous Waste Reconfiguration at ORNL (Project Code 2002230)” and \$1,200,000 for the project entitled “Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$23,238,623 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,424,532,826.46 to \$11,447,771,449.46.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FE/01010/41 (Revision No. 0)	ARRA Non-Defense Beta-3 Legacy Material Removal, Soils and Slab Removal, and Demolition and Gaseous Waste Reconfiguration at ORNL (Project Code 2002230)
WA No. FE/01029/41 (Revision No. 3)	Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS



-Removal and disposition of certain legacy materials from 9204-3. Scope includes facility infrastructure renewal as required to support legacy material removal.

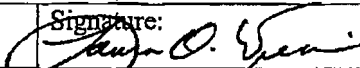
-Slab and soil characterization and removal in the ORNL Main Campus. Specific list of slabs and priorities addresses in this activity will be developed as part of the initial activity and definitization of scope.

- Area 4500 Area Gaseous Waste Reconfiguration, including HEPA System for 4500/4501/4505, 4507 duct stabilization and temporary HEPA installation, and stabilization of concrete vent duct.


(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

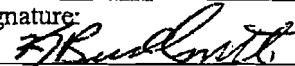
16. Work Authorization Program Official

Name (typed): L. O. Wilkerson	Signature: 	Date: 7/12/10
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17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: 	Date: 7/13/10
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 7/13/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 7/14/10
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ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

Submit performance baselines for each of the tasks below	9/30/10
Complete Legacy Material Removal from 9204-3	9/30/12
Soil and slab characterization and removal in the ORNL Main Campus	9/30/12
Area 4500 Area Gaseous Waste Reconfiguration, including 4507 duct stabilization	9/30/12

(The milestones above are final completion milestones. Interim milestones will be developed as part of the performance baseline development)

OR22-725-RA-8909100335

05949 111361 470002 25400

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Complete legacy removal task from 9204-3  
 Complete soil and slab characterization and removal in the Main Campus  
 Complete Area 4500 Area Gaseous Waste Reconfiguration, including 4507 duct stabilization

**Section C: Contractor Recovery Act Deliverables**

Final Reports on Completion of legacy material task for 9204-3  
 Closeout report on soils and slabs removal effort  
 Project closeout report on 4500 Gaseous Waste Reconfiguration effort

**Section D: Funding Amount by Subproject**

	Previous	Change	Current	
Legacy material removal from 9204-3 CA \$3.9M	\$0	\$5,200,000 ✓	\$5,200,000	0473211
Soil and slab characterization and removal in the Main Campus CA \$3628,947.25	\$0	\$4,838,623 ✓	\$4,838,623	0473205
Complete 4500 Area Gaseous Waste Reconfiguration CA \$9M	\$0	\$12,000,000 ✓	\$12,000,000	0473201



**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: ARRA Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230) ✓

1b. Work Proposal Number (if applicable): NA

2. ORO EM Program Point of Contract.  
Name: L. O. Wilkerson                      Organization Code: EM-90      Telephone No. 865 576-9900

3. ORO Budget Point of Contract.  
Name: J. D. Standridge                      Organization Code: FM-72      Telephone No. 865 574-8885

4. Responsible Program: EM

5. Responsible Secretarial Officer:  
Assistant Manager for Environmental Management

6. Responsible Field Organization:  
Oak Ridge Office

7a. Site and Facility Management Contractor:  
Oak Ridge National Laboratory  
UT-Battelle, LLC

7b. Contractor Point of Contact.  
Name S. D. Van                      Telephone No: 865 574 7264  
Hoesen

8. Work Authorization Number: FE/01029/41

9. Revision Number: 3

10. Funding Authorized  
Budget and Reporting Code:                      Previous: \$2,756,978      Change: \$1,200,000      Current: \$3,956,978  
FE0115000 ✓

11. Performance Period Covered by Funds.  
From: 6/12/09                      To: 9/30/2012

12. Work Start Date:  
6/2009

13. Expected Completion Date:  
9/2012

14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Rev 2 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegnonDef001-R0

Rev 3 – Issued to extend duration through 9/30/2012 and add funding. Detailed revised SOW will be incorporated as the revised workscope is definitized.

**Specific Recovery Act Statement of Work:**

UT-B will provide the following general services for the IDIQ projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
- Provide Utility Isolation for facilities to be demolished.
- Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
- Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
- Provide ES&H and Technical Subject Matter experts to review and resolve impacts on ORNL operations/facilities and ensure that interface points are established and understood.
- Coordinate Environmental Compliance Activities involving Site-wide issues.
- Coordinate site space usage, including 3025M.
- Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc., as required to support the IDIQ contractor in their efforts
- Provide technical support during transition of facility 2026 from UT-B to the EM IDIQ contractor.

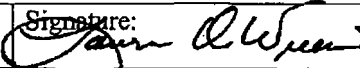
Specific IDIQ Work Supported by this authorization is as follows

1. Central Campus Legacy Material Removal Project – (\$925,399)	0473043	CA 694,049.25
2. General Maintenance Facilities Demolition Project – (\$1,310,737)	0473064	983,052.75
3. Southeast Laboratory Complex Demolition Project – (985,851)	0473065	739,388.25
4. 2026 Complex Legacy Material Removal Project - (\$734,991)	0473066	551,243.25

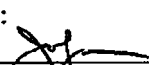
(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

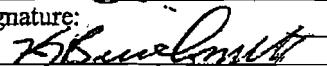
16. Work Authorization Program Official

Name (typed): L. O. Wilkerson	Signature: 	Date: 7/9/10
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17. DOE Field Organization Official:

Name (typed): <i>LMP 7/11/10</i> Johnny O. Moore	Signature: 	Date: 7/12/10
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 7/13/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 7/14/10
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# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 3

Fiscal Year: 2010

Fiscal Month: 10

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: July 22, 2010 at 01:01:47 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		12,199,301.82	0.00	0.00	0.00	12,199,301.82
<i>AY 2009 - ARRA 2000 Complex Demolition. Incremental Cost Authority of \$8,910,000.00 may not be exceeded on this project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473063	2002230	0000000		494,620.82	88,871.00	336,528.00	425,399.00	920,019.82
<i>AY 2009 - ARRA ORNL Central Campus Legacy Removal project. Provides funding increase of \$336,528 per 07-2010 WAS. Incremental Cost Authority of \$694,049.25 may not be exceeded on this project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473064	2002230	0000000		411,816.33	708,749.00	101,988.00	810,737.00	1,222,553.33
<i>AY 2009 - ARRA ORNL General Maintenance Facilities Demolition Project. Provides additional funding of \$101,988.00 per July 2010 WAS. Incremental Cost Authority of \$983,052.75 may not be exceeded on this project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473065	2002230	0000000		432,984.13	389,851.00	96,000.00	485,851.00	918,835.13
<i>AY 2009 - ARRA Southeast Laboratory Complex Demolition project. Increases funding by \$96,000.00 per July WAS. Incremental Cost Authority of \$739,388.25 may not be exceeded on this project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473066	2002230	0000000		491,721.82	-430,493.00	665,484.00	234,991.00	726,712.82
<i>AY 2009 - ARRA 2026 Complex Legacy Material Removal project. Increases funding by \$665,484.00. Incremental Cost Authority of \$551,243.25 may not be exceeded on this project.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473201	2002230	0000000		0.00	0.00	12,000,000.00	12,000,000.00	12,000,000.00
<i>AY 2009 - Complete 4500 Area Gasous Waste Reconfiguration. New funding of \$12M per July 2010 WAS. Incremental Cost Authority of \$9M may not be exceeded.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473205	2002230	0000000		0.00	0.00	4,838,623.00	4,838,623.00	4,838,623.00
<i>AY 2009 - Soil and slab characterization and removal in the main. New funding of \$4,838,623.00 per July 2010 WAS. Incremental Cost Authority of \$3,628,967.25 may not be exceeded.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473211	2002230	0000000		0.00	0.00	5,200,000.00	5,200,000.00	5,200,000.00
<i>AY 2009 - EM ARRA Legacy Material Removal from Beta 3. New funding of \$5,200,000.00 per July 2010 WAS. Incremental Cost Authority of \$3,900,000.00 may not be exceeded.</i>														
<b>Total for Program Parent/Control Point: FE0115000</b>										14,030,444.92	756,978.00	23,238,623.00	23,995,601.00	38,026,045.92
<b>Total for Fund Type: UQ</b>										14,030,444.92	756,978.00	23,238,623.00	23,995,601.00	38,026,045.92
<b>Total for Recipient Code: OR</b>										14,030,444.92	756,978.00	23,238,623.00	23,995,601.00	38,026,045.92
<b>Total for Reporting Entity: 470002</b>										14,030,444.92	756,978.00	23,238,623.00	23,995,601.00	38,026,045.92
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)</b>										14,030,444.92	756,978.00	23,238,623.00	23,995,601.00	38,026,045.92

Financial Plan Number: 3

Fiscal Year: 2010

Fiscal Month: 10

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: July 22, 2010 at 01:01:47 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	23,238,623.00
Grand Total:	23,238,623.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 26, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 420**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,998.30 to the contract for Work for Others projects with the National Institute of Health. The total amount of funds obligated under this contract since its inception is increased from \$11,447,771,449.46 to \$11,447,775,447.76.

If you have any questions, please contact me at 576-4523.

Sincerely,

*Mark A. Million*

Mark A. Million  
Contracting Officer

Enclosure

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
420 See Block 16C 10SC008339

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518  
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.  
UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231  
9B. DATED (SEE ITEM 11)  
X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC05-00OR22725  
10B. DATED (SEE ITEM 13)  
10/18/1999  
CODE 099114287 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,998.30  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0222::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/26/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,998.30 to the contract for the Work for Others (WFO) activities entered into with the National Institute of Health identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$3,672.21 are hereby obligated in support of the project entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins” and funds in the amount of \$326.09 are obligated in support of the project entitled “DNA Transport and Sequencing Through a Quadrupole Gate – Administrative Support”. The total amount of funds obligated under this contract since its inception is increased from \$11,447,771,449.46 to \$11,447,775,447.76.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
NFE-10-02711	Accurate Mass Analysis of Singly-Charged Intact Proteins
NFE-10-02714	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 9  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
 Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: July 23, 2010 at 11:41:49 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	199,542.38	3,672.21	203,214.59	203,214.59
<i>AY 2010 - NIH - Grant # 1R01GM088501; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	68,514.42	326.09	68,840.51	68,840.51
<i>AY 2010 - NIH - Grant # 3R21HG004764; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	268,056.80	3,998.30	272,055.10	272,055.10
<b>Total for Fund Type: 2D</b>										0.00	268,056.80	3,998.30	272,055.10	272,055.10
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	-848.99	0.00	-848.99	12,383.19
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	0.00	0.00	82,148.57
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	99,151.01	0.00	99,151.01	73,408,522.43
<b>Total for Fund Type: 3D</b>										73,309,371.42	99,151.01	0.00	99,151.01	73,408,522.43
<b>Total for Recipient Code: OR</b>										73,309,371.42	367,207.81	3,998.30	371,206.11	73,680,577.53
<b>Total for Reporting Entity: 470002</b>										73,309,371.42	367,207.81	3,998.30	371,206.11	73,680,577.53
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	367,207.81	3,998.30	371,206.11	73,680,577.53

Financial Plan Number: 9  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 10

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: July 23, 2010 at 11:41:49 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	3,998.30
Grand Total:	3,998.30
Total Non-Appropriated Funds:	3,998.30

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 28, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 421 – 426**

A fully executed copy of contract modifications 421 through 426 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated and Work for Others (WFO) funding. Included in these modifications are two small-dollar deobligation actions involving WFO activities. At this time, all appropriated funding received from other agencies via WFO program must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO. 421	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008361	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$17,039,947.33

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

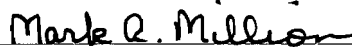
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,464,815,395.09. This represents an increase of \$17,039,947.33, from \$11,447,775,447.76 to \$11,464,815,395.09.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$3,184,380.09. Cumulative obligations of NAF since Modification 234 are \$107,197,617.30.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 07/27/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
422	See Block 16C	10SC008361		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	10/18/1999	
CODE	FACILITY CODE			
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,671,905.51

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,466,487,300.60. This represents an increase of \$1,671,905.51, from \$11,464,815,395.09 to \$11,466,487,300.60.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	07/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 423		3. EFFECTIVE DATE See Block 16C	1   1
4. REQUISITION/PURCHASE REQ. NO. 10SC008361		5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$112.06

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,466,487,188.54. This represents a decrease of \$112.06, from \$11,466,487,300.60 to \$11,466,487,188.54.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 424	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008361	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$278,993.20

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,466,766,181.74. This represents an increase of \$278,993.20, from \$11,466,487,188.54 to \$11,466,766,181.74.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/28/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 425	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008361	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$182,066.50

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,466,948,248.24. This represents an increase of \$182,066.50, from \$11,466,766,181.74 to \$11,466,948,248.24.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 426	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008361	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$581.13

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,466,947,667.11. This represents a decrease of \$581.13, from \$11,466,948,248.24 to \$11,466,947,667.11.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/28/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

July 29, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 427**

Enclosed are two copies of the subject modification which de-obligates American Recovery and Reinvestment Act (ARRA) of 2009 funding from the Office of Energy Efficiency and Renewable Energy (EERE) in the amount of \$3,000,000 from the contract and to also reflect the reprogramming of Recovery Act funds involving several other EERE projects.

Please have block 15 completed and then return one copy to me. Due to this de-obligation being executed at the end of the month, the Contracting Officer has already signed the modification and the action was officially executed in STRIPES on July 28, 2010. Therefore, please obtain UT-Battelle signature/acceptance on the modification as soon as possible.

If you have any questions regarding this modification, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 427	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008358	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$3,000,000.00  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/28/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,000,000 from the contract and to reflect the reprogramming of Recovery Act funds involving several other Office of Energy Efficiency and Renewable Energy (EERE) projects. The Recovery Act funded EERE projects impacted are identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$3,000,000 are hereby de-obligated from the contract. The total amount of funds obligated under this contract since its inception is decreased from \$11,466,947,667.11 to \$11,463,947,667.11.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
BA-470002-20842-10 (Revision No. 3) B&R: 39EB00000PRN10EE05002-05794-1005307-Int Net-Zero Energy – (\$3,300,000)	2004140-Lab Call for Facilities and Equipment
BA-470002-20842-10 (Revision No. 4) B&R: EB3603000-05794-1005301-Lab Call Facilities Expand and Upgrade BTRIC – \$3,300,000	2004140-Lab Call for Facilities and Equipment
SL-470002-20479-10 (Revision 2) – (\$935,000)	2004420 – Concentrating Solar Power
SL-470002-20477-10 (Revision 0) – \$935,000	2004430 – PV Systems Development
WI-470002-20994-10 (Revision No. 2) – (\$3,000,000)	Project 8.1 Issue Open Call for Projects
(WA Numbers from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set

forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004140-Lab Call for Facilities and Equipment		1b. Work Proposal Number (if applicable): AOP #2004140 <i>9</i>	
2. Headquarters Program Point of Contact: Name: Ronald Lewis                      Organization Code: EE-2J                      Telephone No: (202) 586-8423			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Patrick J. Hughes      Telephone No: (865) 574-9337	
8. Work Authorization Number: BA-470002-20842-10		9. Revision Number: 3	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
39EB00000PRN10EE050 02-05794-1005307	\$19,300,000	(\$3,300,000) ✓	\$16,000,000 ✓
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010 <i>2013</i>		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <i>2013</i> <i>NAI</i>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Construction funding in the amount of (\$3,300,000) is withdrawn from 39EB00000PRN10EE05002-05794-1005307-Int Net-Zero Energy. These funds were made available for Project #20842 - 2004140-Lab Call for Facilities and Equipment.  These funds were to be distributed to Agreement #20824 - Expand and Upgrade Building Technologies Research & Integration Center (BTRIC) in accordance with AOP #2004140. These funds are being converted to Capital Equipment funds. They will remain on this Lab Call (agreement 20824). Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.  <b>ARRA funding information:</b>  Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: 39EB00000PRN10EE05002-1005307 Project Code: 2004140  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			



16. Work Authorization Program Official:		
Name (typed): Marlon Harris, Acting Director OPBA	Signature: 9d7f829d-ef79-4079-a430-ff040670b5d3	Date: 7/13/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Branton	Signature: M.G. Branton	Date: 7/22/2010
18. Contractor's Authorized Representative:		
Name (typed): Dana Christensen	Signature: [Handwritten Signature]	Date: 7/22/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark Million	Signature: Mark A. Million	Date: 7/22/2010
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-9063RA-LC AFP Jul

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
CD-0 Approval Mission Justification
Section B: Contractor Recovery Act Performance Outcomes and Measures:
CD-1 Approval Project Definition / Conceptual Design CD-2 Approval Preliminary Design / Baseline CD-3 Approval Detailed Design
Section C: Contractor Recovery Act Deliverables:
CD-4 Approval Construction Complete

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004140-Lab Call for Facilities and Equipment		1b. Work Proposal Number (if applicable): AOP #2004140 ✓	
2. Headquarters Program Point of Contact:			
Name: Ronald Lewis		Organization Code: EE-2J	Telephone No: (202) 586-8423
3. Headquarters Budget Point of Contact:			
Name: Norman Hurwitz		Organization Code: EE-3B	Telephone No: (202) 287-5588
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zoi	
6. Responsible Field Element:			
Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Battelle (Oak Ridge National Laboratory)		Name: Patrick J. Hughes	Telephone No: (865) 574-9337
8. Work Authorization Number:*		9. Revision Number:	
BA-470002-20842-10		4	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB3603000-05794-1005301	\$900,000	\$3,300,000	\$4,200,000 ✓
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: 10/01/2009 To: 09/30/2010 <b>2013</b>		10/01/2009	09/30/2010 <b>2013</b> <i>MWD</i>
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Funding in the amount of \$3,300,000 is authorized for EB3603000-05794-1005301-Lab Call Facilities. These funds are made available for Project #20842 - 2004140-Lab Call for Facilities and Equipment.</p> <p>These funds are to be distributed to Agreement #20824 - Expand and Upgrade Building Technologies Research &amp; Integration Center (BTRIC) in accordance with AOP #2004140. ARRA Project # 2004140-Lab Call for Facilities and Equipment. The DOE Office of Energy Efficiency and Renewable Energy (EERE) allocated a portion of funds from the American Recovery and Reinvestment Act (ARRA) to a competitive solicitation known as the Facilities and Equipment Upgrade Lab Call #09-002 (hereafter referred to as #09-002). The solicitation objective was to strengthen the R&amp;D capabilities of the national laboratories in three areas - carbon fiber, advanced batteries, and buildings - by upgrading and expanding laboratory facilities and equipment. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB3603000-1005301 Project Code: 2004140</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule of Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of</p>			

EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Marlon Harris, Acting Director OPBA	Signature: c9a9519f-b4eb-4c18-9714-c27c40f71b3a	Date: 7/13/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Brant	Signature: M. G. Branton	Date: 7/22/2010
18. Contractor's Authorized Representative:		
Name (typed): Dana Christensen	Signature: [Signature]	Date: 7/22/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark Miller	Signature: Mark A. Miller	Date: 7/22/2010
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-9064RA, LC AFP Jul

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
CD-0 Approval Mission Justification. Fourth quarter of second year - Conduct a series of industry workshops to prepare facilities operational plan and schedule Third quarter of second year - Enter into CD-3 initiation of construction.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
CD-1 Approval Project Definition / Conceptual Design CD-2 Approval Preliminary Design / CD-3 Approval Detailed Design
Section C: Contractor Recovery Act Deliverables:
CD-4 Approval Construction Complete

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004420 - Concentrating Solar Power <i>ARRA</i>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Frank Wilkins <i>[Signature]</i> Organization Code:		Telephone No: (202) 586-1684.	
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys Organization Code: EE-3B		Telephone No: (202) 586-8138	
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joanna McFarlane Telephone No: (865) 574-4941	
8. Work Authorization Number: <i>✓</i> SL-470002-20479-10		9. Revision Number: <i>2 NCL</i>	
10. Funds Authorized during FY 2010:			
B&R Code	Previous	Change	Current
EB2103000-05794-1004248 (2009)	\$935,000	-\$935,000 <i>✓</i>	\$0 <i>✓</i>
<i>5/1/2010, NCL</i>			
11. Performance period covered by funds: From: 10/1/2009 To: 9/30/2010		12. Work Start Date: 10/1/2009 <i>5/1/2010, NCL</i>	13. Expected Completion Date: 9/30/2010 <i>2012 NCL</i>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of (\$935,000) is redirected from EB2103000-05794-1004248-Concentrat Solar Pwr (2009). These funds were made available for Project #20479- 2004420- Concentrating Solar Power. These funds were to be distributed to Agreement # 20637-Polyaromatic Naphthalene Derivatives--ORNL in accordance with AQP# ARRA. Redirecting funding to ARRA project 2004430- PV Systems Development. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794; Appropriation: 89-09/10-0331; Allottee: 30 B&R Code/Program Value: EB2103000-1004248 Project Code: 2004420 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements: (Status reports, scientific or technical information or similar)			
16. Work Authorization Program Official: Name (typed): John Lushetsky, Program Manager		Signature: <i>[Signature]</i>	Date: <i>5.13.10</i>
17. DOE Field Organization Official: Name (typed): Michele C. Bawford		Signature: <i>[Signature]</i>	Date: <i>5-20-2010</i>
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen		Signature: <i>[Signature]</i>	Date: <i>6/15/2010</i>
19. DOE Contracting Officer (or delegated representative): Name (typed): Tracy A. Murray		Signature: <i>[Signature]</i>	Date: <i>5/12/10</i>
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: 2004430 - PV Systems Development <i>ARRA</i>		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact Name: Marie Mapes <i>MM</i>		Organization Code: EE-2A	Telephone No: (202) 586-3765
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys		Organization Code: EE-3B	Telephone No: (202) 586-8138
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretariat Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joanna McFarlane Telephone No: (865) 574-4941	
8. Work Authorization Number: SI-470002-20477-10		9. Revision Number: <i>2 0</i> <i>111</i>	
10. Funds Authorized during FY 2010:			
<u>B&amp;R Code:</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB2103000-05794-1004248 (2009)	\$0	\$935,000 ✓	\$935,000 ✓
<i>5/1/2010, NCL</i>			
11. Performance period covered by funds: From: <del>10/1/2009</del> To: 9/30/2010		12. Work Start Date: <i>10/1/2009 5/1/2010 NCL</i>	13. Expected Completion Date: <i>9/30/2010 2012 NCL</i>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$935,000 is authorized for EB2103000-05794-1004248 Concentrat Solar Pwr (2009). These funds are made available for Project #20477 - 2004430 - PV Systems Development. These funds are to be distributed to Agreement # 21025-Polyaromatic Naphthalene Derivatives - ORNL - Updated in accordance with AOP# ARRA - 2004430. The project plans to demonstrate the possibility of using substituted polyaromatic hydrocarbons in a heat transport application. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to Energy Efficiency and Renewable Energy. ARRA funding information: Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB2103000-1004248 Project Code: 2004430 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Energy Efficiency and Renewable Energy laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific or technical information or similar):			
16. Work Authorization Program Official: Name (typed): John Lushetsky, Program Manager			
Signature: <i>[Signature]</i>		Date: <i>3-23-10</i>	
17. DOE Field Organization Official: Name (typed): Michele B. Bowman			
Signature: <i>[Signature]</i>		Date: <i>6-14-10</i>	
18. Contractor's Authorized Representative: Name (typed): D.C. Christensen			
Signature: <i>[Signature]</i>		Date: <i>6-15/10</i>	
19. DOE Contracting Officer (or delegated representative): Name (typed): Mark B. Murray			
Signature: <i>[Signature]</i>		Date: <i>5/12/10</i>	
* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.			

**Attachment A – Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

12 months: Annual report summarizing progress towards project objectives; 24 months: Annual report summarizing progress towards project objectives; 36 months: Complete project objectives (see Section 14 of FED 10-1037 ARRA)

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

The recipient of funding this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

**Section C: Contractor Recovery Act Deliverables:**

Quarterly and annual progress reports are required.

FED 10-1088 ARRA AFP Mar

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: P 8.1 Issue Open Call for projects		1b. Work Proposal Number (if applicable): AOP #AOP WAP	
2. Headquarters Program Point of Contact: Name: Lisa Barnett                      Organization Code:                      Telephone No: (202) 586-2212			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg                      Telephone No: (202) 479-0439	
8. Work Authorization Number:* WI-470002-20994-10		9. Revision Number: 2	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$3,000,000	(\$3,000,000)	\$0
11. Performance period covered by funds: From:10/01/2009 To:09/30/2010		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of (\$3,000,000) is withdrawn from WI0702000-05797-1004760-Weatheriz. Trng &amp; TA (2009). These funds were made available for Project #20994 - P 8.1 Issue Open Call for projects. These funds were to be distributed to Agreement #21363 - FY10 ARRA Project 8.1: ORNL CALL FOR PROJECTS TAS#8909/100331.91 in accordance with AOP #AOP WAP. ORNL will initiate a competitive solicitation for Weatherization grantee proposals to explore through field testing the implementation of new and advanced technologies in the context of the Weatherization Assistance Program's operating environment. Weatherization Grantees will be invited to make proposals that demonstrate the cost-effectiveness and/or practicality of using products and materials in the Weatherization Program that are not now commonly used in the field and have the potential to improve overall program performance. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b>            Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI0702000-1004760            Project Code: 2004360 ✓</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Robert Adams, Acting Program Manager	Signature: d900d724-45a1-4d49-80f8-4c62ae257174	Date: 7/9/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Branton	Signature: <i>M. G. Branton</i>	Date: 7/19/2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: <i>D.C. Christensen</i>	Date: 7/20/10
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 7/19/2010
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-10167S AFP Aug

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: July 26, 2010 at 09:52:15 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	19,300,000.00	-3,300,000.00	16,000,000.00	16,000,000.00
<i>AY 2009 - Work Authorization Number BA-470002-20842-10, \$19,300K; Work Authorization Number BA-470002-20842-10, Rev 3, &lt;\$3,300K&gt;; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	0.00	14,700,000.00	14,700,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	34,000,000.00	-3,300,000.00	30,700,000.00	30,700,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	0.00	0.00	655,029.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	0.00	4,170,000.00	9,169,613.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	0.00	4,170,000.00	10,530,407.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004420	0000000		0.00	935,000.00	-935,000.00	0.00	0.00
<i>AY 2009 - Work Authorization number: SL-470002-20479-10 \$935K; Work Authorization number SL-470002-20479-10, Rev 2, &lt;\$935K&gt;; Appropriation # 8909/100331.</i>														
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004430	0000000		0.00	0.00	935,000.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,073,500.00	0.00	20,073,500.00	20,073,500.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	900,000.00	3,300,000.00	4,200,000.00	4,200,000.00
<i>AY 2009 - Work Authorization Number: BA-470002-20842-10, \$900K; Work Authorization Number: BA-470002-20842-10, Rev 4, \$3,300K; Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	20,973,500.00	3,300,000.00	24,273,500.00	24,273,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	259,361.00	0.00	259,361.00	259,361.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	350,000.00	0.00	350,000.00	500,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	609,361.00	0.00	609,361.00	759,652.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: July 26, 2010 at 09:52:15 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	0.00	65,000.00	711,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	65,000.00	0.00	65,000.00	2,215,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	79,765,496.00	0.00	79,765,496.00	112,018,032.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	-4,700,000.00	0.00	-4,700,000.00	12,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	22,800,000.00	-3,000,000.00	19,800,000.00	31,368,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	22,800,000.00	-3,000,000.00	19,800,000.00	31,368,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	22,800,000.00	-3,000,000.00	19,800,000.00	31,368,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Program Parent/Control Point: WI0300000</b>										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Fund Type: ZX</b>										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
<b>Total for Recipient Code: OR</b>										60,610,257.80	108,565,496.00	-3,000,000.00	105,565,496.00	166,175,753.80
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	108,565,496.00	-3,000,000.00	105,565,496.00	166,175,753.80

Financial Plan Number: 12

Fiscal Year: 2010

Fiscal Month: 10

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: July 26, 2010 at 09:52:15 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-3,000,000.00
Grand Total:	-3,000,000.00
Total Non-Appropriated Funds:	0.00

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2. AMENDMENT/MODIFICATION NO. 428	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008572	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(x)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2.	Net Increase:	\$2,328,829.00
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

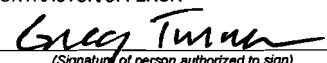
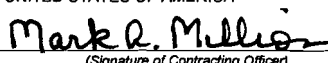
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0253::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/12/10
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/04/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the following actions: 1) obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,342,646 for the project entitled “ARRA Defense Legacy Material Removal in Selected Facilities in Isotope Row at ORNL (Project Code 2002101)”, 2) obligate Recovery Act funds in the amount of \$3,100,000 for the project entitled “ARRA Site Support to the IDIQ EM Contractors and Utility Reroutes/Isolations at ORNL for Defense Funded Work (Project Code 2002101)”, 3) de-obligate Recovery Act funds in the amount of \$3,212,000 from the project entitled “Building 3026 C and D Superstructure Demolition and Stabilization (Project Code 2002101)”, and 4) obligate Recovery Act funds in the amount of \$98,183 to the Intergovernmental Personnel Act (IPA) Assignment Agreement between the Department of Energy (DOE) and UT-Battelle, LLC involving UT-Battelle employee Lee Bryson McGetrick.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$2,328,829 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,463,947,667.11 to \$11,466,276,496.11.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FD/04010/OR/41 (Revision No. 0)	ARRA Defense Legacy Material Removal in Selected Facilities in Isotope Row at ORNL (Project Code 2002101)
WA No. FD/04029/41 (Revision No. 4)	ARRA Site Support to the IDIQ EM Contractors and Utility Reroutes/Isolations at ORNL for Defense Funded Work (Project Code 2002101)
WA No. FD/04019/3/41 (Revision No. 2)	Building 3026 C and D Superstructure Demolition and Stabilization (Project Code 2002101)
(Number from Block 8 of the Work Authorization)	

The IPA Assignment Agreement with Ms. McGetrick provides the DOE Environmental Management organization with additional capability for oversight and integration functions with regards to DOE prime contractors who will be performing demolition, legacy material removal, and remedial action projects within the footprint of the Oak Ridge National

Laboratory central campus. The specific Position Description, Reason for Mobility Assignment, Fiscal Obligations, and other agreement details can be found in the IPA Assignment Agreement for Ms. Lee Bryson McGetrick, which is incorporated by reference.

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS





Specific Recovery Act Statement of Work:

This Work Authorization addresses the following activities:

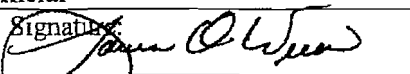
-Legacy Removal and disposition from selected facilities in Isotope Row. Specific quantity estimates and materials to be developed as part of the initial activity and definitization of scope. *Work will be performed using SCIT-B work control processes*

*SMR 7-11-10 coordinated with EM*


(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

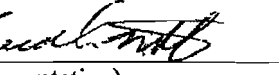
16. Work Authorization Program Official

Name (typed): L. O. Wilkerson	Signature: 	Date: 7/9/10
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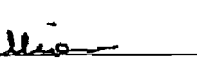
17. DOE Field Organization Official

Name (typed): <i>LMF 1-11-P</i> Johnny O. Moore	Signature: 	Date: 7/13/10
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 7/13/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 7/14/10
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**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirement</u></b>			
Submit performance baseline			9/30/2010
Legacy material removal and disposition from selected facilities in the Isotope Row			9/30/2012
(The milestones above are final completion milestones. Interim milestones will be developed as part of the performance baseline development.)			
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>			
Remove and disposition legacy materials as identified in detailed scope of work			9/30/2012
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>			
Closeout report on legacy material removal			
<b>Section D: <u>Funding Amount by Subproject</u></b>			
	Previous	Change	Current
Complete legacy material removal and disposition from selected facilities in the Isotope Row	\$0	\$2,342,646	\$2,342,646

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: ARRA Site Support to the IDIQ EM Contractors and Utility Reroutes/Isolations at ORNL for Defense Funded Work (Project Code 2002101)		1b. Work Proposal Number (if applicable): NA	
2. ORO EM Program Point of Contract.  Name: L. O. Wilkerson                      Organization Code: EM-90      Telephone No. 865 576-9900			
3. ORO Budget Point of Contract.  Name: J. D. Standridge                      Organization Code: FM-72      Telephone No. 865 574-8885			
4. Responsible Program: EM		5. Responsible Secretarial Officer: Assistant Manager for Environmental Management	
6. Responsible Field Organization: Oak Ridge Office			
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory UT-Battelle, LLC		7b. Contractor Point of Contact. Name S. D. Van                      Telephone No: 865 574 7264 Hoesen	
8. Work Authorization Number: FD/04029/41		9. Revision Number: 4	
10. Funding Authorized .  Budget and Reporting Code:                      Previous:                      Change:                      Current: \$8,960,646 FD0412000                      \$5,860,646                      \$3,100,000			
11. Performance Period Covered by Funds.  From: 7/12/09                      To: 9/30/2012		12. Work Start Date:  7/2009	13. Expected Completion Date:  9/2012
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  Rev 3 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegDef001-R0  Revision 4 - issued to extend task to 9/30/2012, add support for utility and characterization support in Isotope facilities and add funding. Detailed revised SOW will be incorporated as the revised workscope is			

definitized.

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the EM projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
  - Perform Utility Isolations/Reroutes for facilities to be demolished or planned to be demolished in the near future, as coordinated with ORNL Site Operations.
  - Provide for Surveillance and Maintenance of the 3026 site during 2010.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review and resolve impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage including 3025M.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

Specific IDIQ Contractor Support/Coordination activities and Isotope Row Utilities Work Supported by this authorization is as follows:

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells and perform S&M of Hot Cells during 2010.) - (\$1,451,518) 0473054
2. ORNL Small Facilities Completion Demolition - (\$3,467,890) 0473055
3. Core hole 8 Remediation - (\$338,609) 0473056
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) - (\$200,000) 0473058
5. Bethel Valley Groundwater Early Actions (Pump and Treat) - (\$5,978) 0473059
6. Melton Valley Sentinel Wells - (\$1,500) 0473041
7. Bethel Valley Isotope Facilities - Perform utility Isolation/Reroute, characterization support as directed by DOE. (Specific facilities and priorities to be as directed in writing by the COR.), and support to 3038 Legacy Material Removal and Demolition - (\$3,495,151) 0473202

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

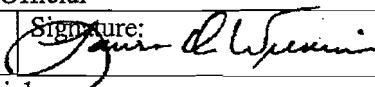
15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed):  
L. O. Wilkerson

Signature:

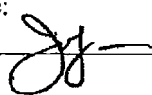


Date: 7/9/10

17. DOE Field Organization Official:

Name (typed): L.O.P. 7-11-10  
Johnny O. Moore

Signature:



Date: 7/13/10

<b>18. Contractor's Authorized Representative.</b>		
Name (typed): Kelly J. Beierschmitt	Signature: <i>Kelly J. Beierschmitt</i>	Date: 7/13/10
<b>19. DOE Contracting Officer (or delegated representative).</b>		
Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 7/14/10

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

<b><u>Section A: Contractor Recovery Act Schedule or Milestone Requirement</u></b>
This Work Authorization provides for level of effort support to the DOE ORO EM Defense funded , ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW.
<b><u>Section B: Contractor Recovery Act Performance Outcomes and Measures</u></b>
Provide support to EM by providing services to the EM Defense funded contractors according to the schedules developed.
<b><u>Section C: Contractor Recovery Act Deliverables</u></b>
NA



Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

This Statement of Work (SOW) is for the planning, characterization, demolition, and waste disposal of the wooden superstructure for facilities 3026 C and D. All work will be done in accordance with SC/UT-B procedures.

Building 3026 C and D Wooden Structure:

Activities authorized by this SOW include the planning and characterization activities needed to support demolition of the wooden portion of 3026 C and C as well as demolition and disposal of the wooden structure, including project management. Specific activities will include:

- Inspect facility and collect/review data and documentation to determine and document the current facility condition in preparation for transition of operational responsibility to UT-B
- Perform surveys and inspections as required for facility surveillance and maintenance and to support characterization, stabilization, and demolition planning
- Develop sampling and analysis plans and initiate characterization to support facility stabilization, demolition, and waste disposition
- Develop supporting documents as needed (e.g. revised FHA, Safety Documents, Waste Handling Plan)
- Develop specifications and related bid documents to conduct procurement and select best value subcontractor for facility stabilization, demolition, and final characterization as required
- Management and oversight of D&D subcontractor
- Perform Project Management functions (e.g. cost estimating and tracking, schedule development, related planning activities)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 12009.

16. Work Authorization Program Official.

Name (typed): J. T. Howell	Signature: <i>J. J. Howell</i>	Date: 7/22/10
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17. DOE Field Organization Official:

Name (typed): <i>LMP for WDC</i> Johnny O. Moore	Signature: <i>M. A. Banton</i>	Date: 7/23/2010
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18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: <i>K. J. Beierschmitt</i>	Date: 7/27/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 7/27/2010
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**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
Award Demolition Contract	6/2009
Begin Demolition of Wooden Superstructure	9/2009
Complete Demolition of Wooden Superstructure	12/2009
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete demolition of the Building 3026 C and D wooden structure according to schedule	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Demolition of the Building 3026 C and D wooden structure	

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 5  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 11

# Financial Plan Report - Detail

Site: OR

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: August 4, 2010 at 12:53:11 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		130,026.91	300,000.00	0.00	300,000.00	430,026.91
Total for Program Parent/Control Point: EW1000000										130,026.91	300,000.00	0.00	300,000.00	430,026.91
470002	06049	EZ	1111375	FD0411000	25400	0473003	2002101	0000000		0.00	0.00	98,183.00	98,183.00	98,183.00
AY 2009 - IPA for Lee McGetrick per Agreement														
Total for Program Parent/Control Point: FD0411000										0.00	0.00	98,183.00	98,183.00	98,183.00
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		99,436.73	-98,500.00	0.00	-98,500.00	936.73
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		9,678,042.24	0.00	-3,212,000.00	-3,212,000.00	6,466,042.24
AY 2009 - Bldg 3026 Wooden Superstructure project. Cost authority of \$12M may not be exceeded for this project.														
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		820,804.22	371,820.00	250,980.00	622,800.00	1,443,604.22
AY 2009 - Incremental cost authority not be exceeded for the Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells), project is \$1,088,638 WAS dated 7-14-10														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		824,216.42	2,089,037.00	510,092.00	2,599,129.00	3,423,345.42
AY 2009 - ORNL Small Facilities Completion Demolition project. Incremental cost authority of \$2,600,917 for ORNL Small Facilities Completion Demolition may not be exceeded. WAS dated 7-14-10														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		376,157.77	-43,528.00	0.00	-43,528.00	332,629.77
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		8,314,307.18	-8,118,855.00	0.00	-8,118,855.00	195,452.18
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		377,619.40	-376,159.00	0.00	-376,159.00	1,460.40
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		819,843.87	327,505.00	2,338,928.00	2,666,433.00	3,486,276.87
AY 2009 - Incremental cost authority is \$2,621,363 for Bethel Valley Isotope Facilities (Building 3038 Legacy Material Removal and Demolition. Preparation) may not be exceeded.														
470002	06049	EZ	1111376	FD0412000	25400	0473202	2002101	0000000		0.00	0.00	2,342,646.00	2,342,646.00	2,342,646.00
AY 2009 - Funding Authorizations dated 5/5/10. Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101 for ORNL Isotope Row Facilities. ; Work Authorization dated July 14, 2010. Incremental cost authority of \$1,756,984 may not be exceeded.														
Total for Program Parent/Control Point: FD0412000										21,310,427.83	-5,848,680.00	2,230,646.00	-3,618,034.00	17,692,393.83
Total for Fund Type: EZ										21,440,454.74	-5,548,680.00	2,328,829.00	-3,219,851.00	18,220,603.74
Total for Recipient Code: OR										21,440,454.74	-5,548,680.00	2,328,829.00	-3,219,851.00	18,220,603.74
Total for Reporting Entity: 470002										21,440,454.74	-5,548,680.00	2,328,829.00	-3,219,851.00	18,220,603.74
Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)										21,440,454.74	-5,548,680.00	2,328,829.00	-3,219,851.00	18,220,603.74

Financial Plan Number: 5  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: August 4, 2010 at 12:53:11 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	2,328,829.00
Grand Total:	2,328,829.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 429	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008744	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$16,666,844.71

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

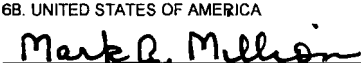
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,482,943,340.82. This represents an increase of \$16,666,844.71, from \$11,466,276,496.11 to \$11,482,943,340.82.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$2,748,410.82. Cumulative obligations of NAF since Modification 234 are \$109,946,028.12.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/19/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 430	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008744	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$866,326.32

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,483,809,667.14. This represents an increase of \$866,326.32, from \$11,482,943,340.82 to \$11,483,809,667.14.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/19/2010

2. AMENDMENT/MODIFICATION NO. 431	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008744	5. PROJECT NO. (If applicable)
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6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,394,205.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,485,203,872.14. This represents an increase of \$1,394,205.00, from \$11,483,809,667.14 to \$11,485,203,872.14.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
---	---

15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 08/23/2010
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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 432	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008744	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$28,481.07

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,485,232,353.21. This represents an increase of \$28,481.07, from \$11,485,203,872.14 to \$11,485,232,353.21.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/23/2010





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 23, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 429 – 433**

A fully executed copy of contract modifications 429 through 433 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated and Work for Others (WFO) funding. At this time, all appropriated funding received from other agencies via WFO program must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
433	See Block 16C	10SC008744		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13)		
		10/18/1999		
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
099114287		<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.		
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$730,243.69	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,485,962,596.90. This represents an increase of \$730,243.69, from \$11,485,232,353.21 to \$11,485,962,596.90. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	08/23/2010	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 434	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008831	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$77,741.86  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0222::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/23/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to: 1) de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,118.70 from the contract for the Work for Others (WFO) activity entitled “Decision Tools for Asset Management and Infrastructure Resilience” with the Army Corp of Engineers; 2) obligate Recovery Act funds in the amount of \$38,963.34 to the contract for the WFO activity entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins” with the National Institute of Health; 3) obligate Recovery Act funds in the amount of \$6,450.16 to the contract for the WFO activity entitled “DNA Transport and Sequencing Through a Quadrupole Gate – Administrative Supplement” with the National Institute of Health; and 4) de-obligate Recovery Act funds in the amount of \$121,036.66 from the contract for the WFO activity entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funding in the amount of \$77,741.86 is hereby de-obligated from the contract. The total amount of funds obligated under this contract since its inception is decreased from \$11,485,962,596.90 to \$11,485,884,855.04.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted under this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
2231-T332-07 (Version 0045)	Decision Tools for Asset Management and Infrastructure Resilience
NFE-10-02711 (Version 0006)	Accurate Mass Analysis of Singly-Charged Intact Proteins
NFE-10-02714 (Version 0006)	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement
NFE-10-02711 (Version 0007)	Accurate Mass Analysis of Singly-Charged Intact Proteins

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work impacted by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved WFO work packages for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 10  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
 Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: August 19, 2010 at 02:54:23 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	203,214.59	-82,073.32	121,141.27	121,141.27
<i>AY 2010 - NIH - Grant # 1R01GM088501; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	68,840.51	6,450.16	75,290.67	75,290.67
<i>AY 2010 - NIH - Grant # 3R21HG004764; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										<b>0.00</b>	<b>272,055.10</b>	<b>-75,623.16</b>	<b>196,431.94</b>	<b>196,431.94</b>
<b>Total for Fund Type: 2D</b>										<b>0.00</b>	<b>272,055.10</b>	<b>-75,623.16</b>	<b>196,431.94</b>	<b>196,431.94</b>
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	-848.99	0.00	-848.99	12,383.19
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	0.00	-2,118.70	-2,118.70	80,029.87
<i>AY 2009 - ORNIM Implementation (ARRA) Project #139231. TAS 9693135</i>														
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										<b>73,309,371.42</b>	<b>99,151.01</b>	<b>-2,118.70</b>	<b>97,032.31</b>	<b>73,406,403.73</b>
<b>Total for Fund Type: 3D</b>										<b>73,309,371.42</b>	<b>99,151.01</b>	<b>-2,118.70</b>	<b>97,032.31</b>	<b>73,406,403.73</b>
<b>Total for Recipient Code: OR</b>										<b>73,309,371.42</b>	<b>371,206.11</b>	<b>-77,741.86</b>	<b>293,464.25</b>	<b>73,602,835.67</b>
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										<b>73,309,371.42</b>	<b>371,206.11</b>	<b>-77,741.86</b>	<b>293,464.25</b>	<b>73,602,835.67</b>

Financial Plan Number: 10  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: August 19, 2010 at 02:54:23  
PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	-2,118.70
Total Appropriated Funds (Program 40):	-2,118.70
Total DOE and Non-Appropriated Funds:	-75,623.16
Grand Total:	-77,741.86
Total Non-Appropriated Funds:	-75,623.16





## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 24, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 – MODIFICATION NO. 435 AND 436**

The attached modifications are being issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds within the Environmental Management organization. Both modifications, one Defense and one Non-Defense funding, result in a net zero impact on the total funds obligated under the contract and have been coordinated with UT-Battelle program personnel. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,485,884,855.04.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 435	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008860	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0253::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/24/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to incorporate an adjustment to the project codes in the financial plan associated with the Intergovernmental Personnel Act (IPA) Assignment Agreement between the Department of Energy (DOE) and UT-Battelle, LLC involving UT-Battelle employee Lee Bryson McGetrick. Contract modification 428 obligated \$98,183 in American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for this IPA Assignment Agreement under Project Code 2002101. This action adjusts the \$98,183 of Recovery Act funding for the IPA Assignment Agreement to Project Code 2002100.
- B. The IPA Assignment Agreement with Ms. McGetrick provides the DOE Environmental Management organization with additional capability for oversight and integration functions with regards to DOE prime contractors who will be performing demolition, legacy material removal, and remedial action projects within the footprint of the Oak Ridge National.
- C. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,485,884,855.04.
- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 6  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 1 of 2  
 Report: RFP0001

**OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)**

Report Generated on: August 23, 2010 at 01:33:11 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		130,026.91	300,000.00	0.00	300,000.00	430,026.91
<b>Total for Program Parent/Control Point: EW1000000</b>										130,026.91	300,000.00	0.00	300,000.00	430,026.91
470002	06049	EZ	1111375	FD0411000	25400	0473003	2002100	0000000		0.00	0.00	98,183.00	98,183.00	98,183.00
470002	06049	EZ	1111375	FD0411000	25400	0473003	2002101	0000000		0.00	98,183.00	-98,183.00	0.00	0.00
<b>Total for Program Parent/Control Point: FD0411000</b>										0.00	98,183.00	0.00	98,183.00	98,183.00
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		99,436.73	-98,500.00	0.00	-98,500.00	936.73
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		9,678,042.24	-3,212,000.00	0.00	-3,212,000.00	6,466,042.24
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		820,804.22	622,800.00	0.00	622,800.00	1,443,604.22
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		824,216.42	2,599,129.00	0.00	2,599,129.00	3,423,345.42
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		376,157.77	-43,528.00	0.00	-43,528.00	332,629.77
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		8,314,307.18	-8,118,855.00	0.00	-8,118,855.00	195,452.18
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		377,619.40	-376,159.00	0.00	-376,159.00	1,460.40
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		819,843.87	2,666,433.00	0.00	2,666,433.00	3,486,276.87
470002	06049	EZ	1111376	FD0412000	25400	0473202	2002101	0000000		0.00	2,342,646.00	0.00	2,342,646.00	2,342,646.00
<b>Total for Program Parent/Control Point: FD0412000</b>										21,310,427.83	-3,618,034.00	0.00	-3,618,034.00	17,692,393.83
<b>Total for Fund Type: EZ</b>										21,440,454.74	-3,219,851.00	0.00	-3,219,851.00	18,220,603.74
<b>Total for Recipient Code: OR</b>										21,440,454.74	-3,219,851.00	0.00	-3,219,851.00	18,220,603.74
<b>Total for Reporting Entity: 470002</b>										21,440,454.74	-3,219,851.00	0.00	-3,219,851.00	18,220,603.74
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										21,440,454.74	-3,219,851.00	0.00	-3,219,851.00	18,220,603.74

Financial Plan Number: 6  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: August 23, 2010 at 01:33:11 PM

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Agency	Obligation Change Amount
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
436	See Block 16C	10SC008866		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	10/18/1999		
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91
E. IMPORTANT:	Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0335::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	08/24/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the Environmental Management projects identified in Section C below.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,485,884,855.04.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. FE/01010/OR/41 (Revision No. 1) Amount Obligated: \$436,507	ARRA Non-Defense Beta-3 Legacy Material Removal, Soils and Slab Removal, and Demolition and Gaseous Waste Reconfiguration at ORNL (Project Code 2002230)
WA No. FE/01029/OR/41 (Revision No. 4) Amount Obligated: \$483,493	ARRA Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)
WA No. FE/01019/OR/41 (Revision No. 1) Amount De-obligated: \$920,000	Demolition of the 2000 Facilities Complex at Oak Ridge National Laboratory (Project Code 2002230)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## WORK AUTHORIZATIONS

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: ARRA Non-Defense Beta-3 Legacy Material Removal, Soils and Slab Removal, and Demolition and Gaseous Waste Reconfiguration at ORNL (Project Code 2002230)		1b. Work Proposal Number (if applicable): NA	
2. ORO EM Program Point of Contract. Name: L. O. Wilkerson                      Organization Code: EM-90      Telephone No. 865 576-9900			
3. ORO Budget Point of Contract. Name: J. D. Standridge                      Organization Code: FM-72      Telephone No. 865 574-8885			
4. Responsible Program: EM		5. Responsible Secretarial Officer: Assistant Manager for Environmental Management	
6. Responsible Field Organization: Oak Ridge Office			
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory UT-Battelle, LLC		7b. Contractor Point of Contact. Name S. D. Van                      Telephone No: 865 574 7264 Hoesen	
8. Work Authorization Number: FE/01010/41 <i>OR/</i>		9. Revision Number: 1	
10. Funding Authorized. Budget and Reporting Code: FE0115000      Previous: <del>\$0</del> <sup>MAM 8/2/10</sup> Change: <del>\$436,507</del> <sup>MAM 8/2/10</sup> Current: \$22,475,130 <del>\$22,038,623</del> <sup>MAM 8/2/10</sup>			
11. Performance Period Covered by Funds. From: 7/1/2010      To: 9/30/2012		12. Work Start Date: 7/2010	13. Expected Completion Date: 9/2012
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.  The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.  Rev 0 – Initial Issue. Detailed SOW will be incorporated as the workscope is definitized. Rev 1 – Modified to add funding to 4500 Area Gaseous Waste Reconfiguration subproject. No change in workscope.			

Specific Recovery Act Statement of Work:

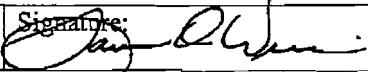
This Work Authorization addresses the following activities:

- Removal and disposition of certain legacy materials from 9204-3. Scope includes facility infrastructure renewal as required to support legacy material removal.
- Slab and soil characterization and removal in the ORNL Main Campus. Specific list of slabs and priorities addressed in this activity will be developed as part of the initial activity and definitization of scope.
- Area 4500 Area Gaseous Waste Reconfiguration, including HEPA System for 4500/4501/4505, 4507 duct stabilization and temporary HEPA installation, and stabilization of concrete vent duct.


(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official

Name (typed): L. O. Wilkerson	Signature: 	Date: 7/28/10
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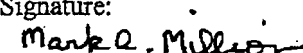
17. DOE Field Organization Official:

Name (typed): Johnny O. Moore	Signature: 	Date: 7-28-2010
----------------------------------	---	--------------------

18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 7/30/10
--	--	------------------

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 8/2/10
----------------------------------	---	-----------------

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

Submit performance baselines for each of the tasks below	9/30/10
Complete Legacy Material Removal from 9204-3	9/30/12
Soil and slab characterization and removal in the ORNL Main Campus	9/30/12
Area 4500 Area Gaseous Waste Reconfiguration, including 4507 duct stabilization	9/30/12

(The milestones above are final completion milestones. Interim milestones will be developed as part of the performance baseline development)

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Complete legacy removal task from 9204-3  
Complete soil and slab characterization and removal in the Main Campus  
Complete Area 4500 Area Gaseous Waste Reconfiguration, including 4507 duct stabilization

**Section C: Contractor Recovery Act Deliverables**

Final Reports on Completion of legacy material task for 9204-3  
Closeout report on soils and slabs removal effort  
Project closeout report on 4500 Gaseous Waste Reconfiguration effort

**Section D: Funding Amount by Subproject**

	Previous	Change	Current
Legacy material removal from 9204-3	\$5,200,000	\$0	\$5,200,000
Soil and slab characterization and removal in the Main Campus	\$4,838,623	\$0	\$4,838,623
Complete 4500 Area Gaseous Waste Reconfiguration	\$12,000,000	\$436,507	\$12,436,507

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: ARRA Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)	1b. Work Proposal Number (if applicable): NA
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2. ORO EM Program Point of Contract.

Name: L. O. Wilkerson                      Organization Code: EM-90      Telephone No. 865 576-9900

3. ORO Budget Point of Contract.

Name: J. D. Standridge                      Organization Code: FM-72      Telephone No. 865 574-8885

4. Responsible Program: EM	5. Responsible Secretarial Officer: Assistant Manager for Environmental Management
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6. Responsible Field Organization:  
Oak Ridge Office

7a. Site and Facility Management Contractor: Oak Ridge National Laboratory UT-Battelle, LLC	7b. Contractor Point of Contact: Name S. D. Van Hoesen                      Telephone No: 865 574 7264
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8. Work Authorization Number: FE/01029/OR/41	9. Revision Number: 4
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10. Funding Authorized

Budget and Reporting Code: FE0115000      Previous: \$3,956,978      Change: \$483,493      Current: \$4,440,471

11. Performance Period Covered by Funds: From: 6/12/09      To: 9/30/2012	12. Work Start Date: 6/2009	13. Expected Completion Date: 9/2012
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14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Rev 2 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegnonDef001-R0

Rev 3 – Issued to extend duration through 9/30/2012 and add funding. Detailed revised SOW will be incorporated as the revised workscope is definitized.

Rev 4 – Corrected Block 8 (“OR” had been left out.). Added \$483,493 to funding (\$53,000 to subtask 3 and \$430,493 to subtask 4). No change to SOW.

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the IDIQ projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
  - Provide Utility Isolation for facilities to be demolished.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review and resolve impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage, including 3025M.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc., as required to support the IDIQ contractor in their efforts
  - Provide technical support during transition of facility 2026 from UT-B to the EM IDIQ contractor.

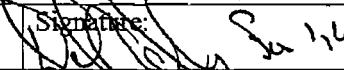
Specific IDIQ Work Supported by this authorization is as follows

1. Central Campus Legacy Material Removal Project – (\$925,399) ✓
2. General Maintenance Facilities Demolition Project – (\$1,310,737) ✓
3. Southeast Laboratory Complex Demolition Project – (\$1,038,851) ✓
4. 2026 Complex Legacy Material Removal Project - (\$1,165,484) ✓

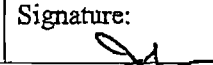
(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):  
The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

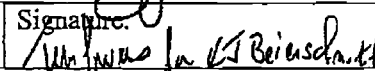
16. Work Authorization Program Official

Name (typed): L. O. Wilkerson	Signature: 	Date: 8/16/2010
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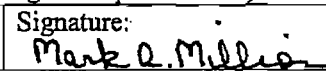
17. DOE Field Organization Official:

Name (typed): <i>LMR</i> Johnny O. Moore- <i>mas</i>	Signature: 	Date: 8/17/10
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18. Contractor's Authorized Representative

Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 8/17/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million	Signature: 	Date: 8/23/10
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**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Non Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Non Defense contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: Demolition of the 2000 Facilities Complex at Oak Ridge National Laboratory, Project Code 2002230		1b. Work Proposal Number (if applicable): NA	
2. Headquarters Program Point of Contact Name: J. T. Howell      Organization Code: EM-90      Telephone No.: 865-574-3981			
3. Headquarters Budget Point of Contact Name: Catherine A. Burgin      Organization Code: FM-72      Telephone No.: 865-576-9243			
4. Responsible Program: Environmental Management – Non-defense		5. Responsible Secretarial Officer: Assistant Secretary for Environmental Management	
6. Responsible Field Organization: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory, UT-Battelle, LLC		7b. Contractor Point of Contact Name: S. D. Van Hoesen      Telephone No.: 865-574-7264	
8. Work Authorization Number: FE/01019/OR/41		9. Revision Number: 1	
10. Funds Authorized (\$ in thousands). B&R Code: FE0115000      Previous: \$12,800      Change: (\$920)      Current: \$11,880			
11. Performance Period Covered by Funds. From: 05/04/09      To: 06/30/11		12. Work Start Date: 05/04/09	13. Expected Completion Date: 06/30/11
14. Statement of Work:  <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. Funding of \$920,000 is being removed from this project because the Estimate at Completion (\$11,880,000) is less than the obligations (\$12,800,000).</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>The 2000 Complex is located on the Northwest Side of the Oak Ridge National Laboratory (ORNL) along Bethel Valley Road. The ORNL 2000 Complex comprises eight facilities totaling approximately 59,966 square feet. The complex includes Buildings 2000, 2001, and 2024 and ancillary support facilities 2019, 2087, 2088 and 2092. The complex is in severe disrepair and has been vacant for approximately 6 years. Contaminants of concern include friable and non-friable asbestos, beryllium, heavy metals, (e.g., cadmium and lead), polychlorinated biphenyls (PCBs), and radiological contamination. Buildings 2000 and 2001 "Quonset Huts" are steel framed with metal sheeting. Building 2024 is a 2 story facility constructed of structural steel and concrete block with a</p>			



built up roof. Building 2000 was originally developed for use as the Metallurgy Laboratories and was later used by the Manhattan Research Project in the late 1940s. The Metals and Ceramics Division used the facility in the 1950s, and was then occupied by the Solid States Division and Quality Services Division until the facility was deactivated pending demolition in 2002. There is extensive contamination within most of the air-handling systems (i.e., HVAC and hood exhaust units) and bonded to many building surfaces. Original drawings show that activities included fuel rod research, and there is radiological evidence of work involving U235, U238, Thorium, Cd109, Cs137, Am241 and Pu239. Beryllium operations were also conducted in this facility. Building 2001 was constructed in 1947 in support of the Manhattan Project. Building 2001 was originally developed as the Health Physics Laboratories for research in health electroscopes, electrometers, proportional counters and Geiger Mueller counters. It was later used by the Environmental Sciences Division for basic research until the late 1970s. The building was remodeled and then used as the Information Division Complex from the early 1980s to 1992 and then finally was used as temporary offices from 1992-1999. Building 2024 was originally developed as the Metallurgy Laboratories Annex. The facility continued to house operating laboratories as well as provide additional office space for the Information, Solid States, and Quality Services Divisions through 2003. The building contains at least five contaminated hoods and supporting exhaust systems, as well as sparse fixed contamination in several labs. Beryllium welding is known to have been conducted in Building 2024 on the 2<sup>nd</sup> floor in the 1960s; Rooms 42 and 43 are known to have been used for Beryllium Fluoride research and development. The objective of the 2000 Complex facilities demolition project is to: Abate all hazardous materials; remove contaminated HVAC equipment and duct; demolish all facilities to the slab; and, properly dispose of all wastes.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): J. T. Howell

Signature: *J. J. Howell*

Date: 7/23/10

17. DOE Field Organization Official.

Name (typed): Johnny O. Moore

Signature: *Randall Lewis*

Date: 8/4/10

18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt

Signature: *KJ Beierschmitt*

Date: 8/11/10

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million

Signature: *Mark A. Million*

Date: 7/28/2010

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

12/31/09 Begin Field Mobilization for 2000 Complex East

06/30/10 Begin Field Mobilization for 2000 Complex West

12/31/10 Complete Decontamination and Decommissioning of 2000 Complex East

03/31/11 Complete Decontamination and Decommissioning of 2000 Complex West

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

12/31/10 Complete Decontamination and Decommissioning of 2000 Complex East

03/31/11 Complete Decontamination and Decommissioning of 2000 Complex West

**Section C: Contractor Recovery Act Deliverables**

03/31/11 Complete Decontamination and Decommissioning of 2000 complex facilities.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 4  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab. X-10. UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001  
 Report Generated on: August 23, 2010 at 04:09:53 PM

### OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		12,199,301.82	0.00	-920,000.00	-920,000.00	11,279,301.82
<i>AY 2009 - Project is 2000 Complex Demolition. Incremental Cost Authority of \$8,910,000 may not be exceeded on this project. Decreases funding by \$920K per August WAS.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473063	2002230	0000000		494,620.82	425,399.00	0.00	425,399.00	920,019.82
470002	05949	UQ	1111361	FE0115000	25400	0473064	2002230	0000000		411,816.33	810,737.00	0.00	810,737.00	1,222,553.33
470002	05949	UQ	1111361	FE0115000	25400	0473065	2002230	0000000		432,984.13	485,851.00	53,000.00	538,851.00	971,835.13
<i>AY 2009 - Project is Southeast Lab Complex Demolition. Incremental Cost Authority of \$739,388.25 may not be exceeded on this project. Increases funding by \$53,000.00 per August WAS.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473066	2002230	0000000		491,721.82	234,991.00	430,493.00	665,484.00	1,157,205.82
<i>AY 2009 - Project is the 2026 Complex Legacy Material Removal Project. Incremental Cost Authority of \$551,243.25 may not be exceeded for this project. Adds \$430,493 per August WAS.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473201	2002230	0000000		0.00	12,000,000.00	436,507.00	12,436,507.00	12,436,507.00
<i>AY 2009 - Project is 4500 Gaseous Area Waste Removal. Incremental Cost Authority of \$9M may not be exceeded. Increases funding by \$436,507.00 per the August WAS.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473205	2002230	0000000		0.00	4,838,623.00	0.00	4,838,623.00	4,838,623.00
470002	05949	UQ	1111361	FE0115000	25400	0473211	2002230	0000000		0.00	5,200,000.00	0.00	5,200,000.00	5,200,000.00
<b>Total for Program Parent/Control Point: FE0115000</b>										14,030,444.92	23,995,601.00	0.00	23,995,601.00	38,026,045.92
<b>Total for Fund Type: UQ</b>										14,030,444.92	23,995,601.00	0.00	23,995,601.00	38,026,045.92
<b>Total for Recipient Code: OR</b>										14,030,444.92	23,995,601.00	0.00	23,995,601.00	38,026,045.92
<b>Total for Reporting Entity: 470002</b>										14,030,444.92	23,995,601.00	0.00	23,995,601.00	38,026,045.92
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)</b>										14,030,444.92	23,995,601.00	0.00	23,995,601.00	38,026,045.92

Financial Plan Number: 4

Fiscal Year: 2010

Fiscal Month: 11

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: August 23, 2010 at 04:09:53 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

August 31, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO.'S 437 – 443**

A fully executed copy of contract modifications 437 through 443 are enclosed for your retention. These modifications obligate DOE appropriated and non-appropriated and Work for Others (WFO) funding. At this time, all appropriated funding received from other agencies via WFO program must be issued under separate contract modifications for proper tracking.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 437	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008900	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$9,679,077.91

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,495,563,932.95. This represents an increase of \$9,679,077.91, from \$11,485,884,855.04 to \$11,495,563,932.95.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$6,195,568.57. Cumulative obligations of NAF since Modification 234 are \$116,141,596.69.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 08/26/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 438	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008900	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$9,369,529.07

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,504,933,462.02. This represents an increase of \$9,369,529.07, from \$11,495,563,932.95 to \$11,504,933,462.02.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 08/30/2010



2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 439 See Block 16C 10SC008900  
 6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$932,783.00

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority):  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,505,866,245.02. This represents an increase of \$932,783.00, from \$11,504,933,462.02 to \$11,505,866,245.02.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Mark A. Million  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Mark A. Million 08/30/2010  
 (Signature of Contracting Officer)



2. AMENDMENT/MODIFICATION NO. 441	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008900	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231  CODE 099114287      FACILITY CODE	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  10B. DATED (SEE ITEM 13) 10/18/1999
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)      Net Increase:      \$1,233,858.25

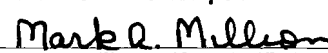
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,508,168,188.07. This represents an increase of \$1,233,858.25, from \$11,506,934,329.82 to \$11,508,168,188.07.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2010

2. AMENDMENT/MODIFICATION NO. 442	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008900	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287      FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	\$150,000.00
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,508,318,188.07. This represents an increase of \$150,000.00, from \$11,508,168,188.07 to \$11,508,318,188.07.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 08/30/2010
_____ (Signature of person authorized to sign)		 (Signature of Contracting Officer)	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 443		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008900	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		5. PROJECT NO. (If applicable)	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	\$48,543.69
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,508,366,731.76. This represents an increase of \$48,543.69, from \$11,508,318,188.07 to \$11,508,366,731.76.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2010



## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

August 31, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 – MODIFICATION NO. 444**

The attached modification is being issued to reflect the reprogramming (from operating to capital) of \$25,000 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds within the Office of Science. This modification results in a net zero impact on the total funds obligated under the contract. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,508,366,731.76.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 444	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008939	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4. OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0227::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	08/31/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$25,000 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (from operating to capital) under the project entitled “Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,508,366,731.76.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KP/OR41/9/ARRA-1 (See Modification 244)  (Number from Block 8 of the Work Authorization)	Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	842.00	0.00	842.00	180,842.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 2; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT00000000</b>										180,000.00	250,842.00	0.00	250,842.00	430,842.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization number: KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB00000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	2,504,000.00	0.00	2,504,000.00	2,504,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	2,355,000.00	0.00	2,355,000.00	2,355,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	145,000.00	0.00	145,000.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC02000000</b>										5,785,000.00	5,004,000.00	0.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924193	KC0307010	25400	0000000	2005000	0000000		0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
<i>AY 2009 - Work authorization number: KC/OR41/9/ARRA-3 Rev 01; Appropriation symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC03000000</b>										0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00

Financial Plan Number: 10

Fiscal Year: 2010

Fiscal Month: 11

### Financial Plan Report - Detail

Site: OR

Page 2 of 3

Report: RFP0001

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: August 27, 2010 at 01:50:43 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	107,898.00	0.00	107,898.00	3,857,898.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	2,574,126.69	0.00	2,574,126.69	28,724,126.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	427,000.00	0.00	427,000.00	2,536,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	-427,000.00	0.00	-427,000.00	630,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	175,000.00	-25,000.00	150,000.00	571,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010; Reallocation from Operating to Capital; Revised letter July 1, 2010</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-175,000.00	25,000.00	-150,000.00	4,765,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Operating to Capital; Revised letter July 1, 2010</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55

Financial Plan Number: 10

Fiscal Year: 2010

Fiscal Month: 11

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: August 27, 2010 at 01:50:43 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 445	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008953	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		(x)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: - \$9,581,305.00  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**



MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/2/2010	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/31/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$9,581,305 from the contract and to reflect the reprogramming of Recovery Act funds involving multiple Office of Energy Efficiency and Renewable Energy projects and an Office of Electricity Delivery and Energy Reliability project. The Recovery Act funded projects impacted under this modification are identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$9,581,305 are hereby de-obligated from the contract. The total amount of funds obligated under this contract since its inception is decreased from \$11,508,366,731.76 to \$11,498,785,426.76.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
TD-470002-20803-10 (Revision No. 1) – \$200,000	M&O Support – Technical Support
BA-470002-20887-10 (Revision No. 2) – (\$14,700,000)	Construction Part of Carbon Fiber Technology Center
BM-470002-20650-10 (Revision No. 1) – \$483,191	IBR FOA Support Activities & Awards
BM-470002-20472-10 (Revision No. 3) – \$599,504	B5 Transportation Infrastructure Activities
FB-470002-20454-10 (Revision No. 2) – \$100,000	Enhance and Accelerate FEMP Service Functions to the Federal Government
WI-470002-20458-10 (Revision No. 1) – \$1,500,000	EECBG ARRA Formula Grants Technical Assistance
WI-470002-20458-10 (Revision No. 2) – \$1,500,000	EECBG ARRA Formula Grants Technical Assistance
WI-470002-20455-10 (Revision No. 2) – \$736,000	P9 ARRA ORNL Evaluation 2009 ARRA and Retro
(WA Numbers from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and

conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: M&O Support - Technical Support		1b. Work Proposal Number (if applicable): AOP # 2006000	
2. Headquarters Program Point of Contact: Name: Philip Overholt                      Organization Code:                      Telephone No: (202) 586-8110			
3. Headquarters Budget Point of Contact: Name: Monica Bradley                      Organization Code: OE-1.1                      Telephone No: (202) 586-5517			
4. Responsible Program: Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Tom King, Jr.                      Telephone No: (865) 241-5756	
8. Work Authorization Number:* TD-470002-20803-10		9. Revision Number: 1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
TD5011000-05846-3123742 (2009)	\$0	\$200,000	\$200,000
<p style="text-align: center;">→ 7/1/2010, NCL</p>			
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2012		12. Work Start Date: <del>10/01/2009</del> 7/1/2010	13. Expected Completion Date: 09/30/2012
14. Statement of Work: NCL			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$200,000 is authorized for TD5011000-05846-3123742-Smart Grid Invest Prg (2009). These funds are made available for Project #20803 - M&amp;O Support - Technical Support. These funds are to be distributed to Agreement #21793 - SGIG Electric Transmission Systems in accordance with AOP # 2006000. The ORNL person will participate in and assist OE in the annual review of the Smart Grid Investment Grant Electric Transmission Systems projects, to include assistance in preparing relevant agenda items, recommending possible areas of concern for review emphasis, participating in the actual on-site reviews and preparing reports as contributions to the review report on subject matters of concern and/or of innovative advancements to be more widely communicated. The ORNL person should have familiarity with synchrophasor technology, and some association and familiarity with the North American Synchrophasor Initiative, its task teams and technical resources. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE.</p>			
<p><b>ARRA funding information:</b></p> <p>Fund: 05846, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: TD5011000-3123742            Project Code: 2006000</p>			
<p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of OE laboratory appraisal process.</p>			

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Henry Kenchington, Deputy Assistant Secretary	Signature: 77500592-521d-4c32- 978b-9a25032ee239	Date: 6/22/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Branton	Signature: M. G. Branton	Date: 8/13/2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 17 Aug 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/9/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-11513 AFP Jun

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

B&R Code: TD5011000-05846-3123742 (2009) *20803 WCL*  
Work Authorization Number: TD-470002-~~20803~~-10  
Smart Grid Investment Grant – Transmission Project Analyses

Attachment A: Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements

1. Reviews and workshops, with NASPI, NERC and other national organizations on SGIG transmission projects 12/31/2010
2. Annual on-site reviews of SGIG transmission projects 9/30/2011 and 9/30/2010
3. Completed analyses of metrics and benefits of the SGIG transmission projects 9/30/2011 and 9/30/2012, or as determined by mutual agreement of the contractor and DOE

Section B: Contractor Recovery Act Performance Outcomes and Measures

1. Participation in reviews and workshops, and development of recommendations, on SGIG transmission projects
2. Participation in on-site reviews and submission of reports on project performance, metrics, and/or innovative technical advancements so that SGIG transmission project performance, findings and accomplishments are more widely communicated
3. Review and assessment of SGIG transmission project metrics, including (but not limited to):
  - a) Calculations of the portion of each project's transmission system that is visible with synchrophasor technology
  - b) Reduction in the geographic scope, frequency and duration of power outages caused by problems on the bulk power system (transmission system)

Section C: Contractor Recovery Act Deliverables

1. Technical memoranda summarizing and making recommendations on SGIG transmission projects
2. Technical memoranda and reports on SGIG transmission project performance
3. Report on transmission system "build" and "impact" metrics, as described in Section B, Item 3

Abbreviations used in Attachment A	Meaning
ARRA:	American Recovery and Reinvestment Act of 2009
CO <sub>2</sub> , NO <sub>x</sub> and SO <sub>x</sub> :	Carbon dioxide, nitrogen oxides and sulfur oxides
DOE:	U.S. Department of Energy
OE:	Office of Electricity Delivery and Energy Reliability
NASPI:	North American SynchroPhasor Initiative
OMB:	Office of Management and Budget
SGIG:	Smart Grid Investment Grant (program funded by ARRA)

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Construction part of Carbon Fiber Technology Center		1b. Work Proposal Number (if applicable): AOP #001 carbon fiber sow	
2. Headquarters Program Point of Contact: Name: Carol Schutte                      Organization Code: EE-2G                      Telephone No: (202) 287-5371			
3. Headquarters Budget Point of Contact: Name: Timothy Murphy                      Organization Code: EE-3B                      Telephone No: (202) 586-7128			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Ray Boeman                      Telephone No:	
8. Work Authorization Number: BA-470002-20887-10		9. Revision Number: 2	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
39EB00000PRN10EE050 01-05794-1005306	\$14,700,000	(\$14,700,000)	\$0
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010 <del>2010</del> <del>2010</del> <del>2010</del>		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <del>2010</del> <del>2010</del>
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Funding in the amount of (\$14,700,000) is withdrawn from 39EB00000PRN10EE05001-05794-1005306-Carbon Fiber Tech. These funds were made available for Project #20887 - Construction part of Carbon Fiber Technology Center. These funds were to be distributed to Agreement #20922 - Construction part of Carbon Fiber Technology Center. Funds will be redirected to Operating and Capital Equipment funds for the Carbon Fiber Technology Center. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE. <b>ARRA funding information:</b> Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: 39EB00000PRN10EE05001-1005306 Project Code: 2004140 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official:			

Name (typed): Kathleen B. Hogan, Deputy Assistant Secretary for Energy Efficiency	Signature: e4416451-0399-4580- a676-06c2dadd6717	Date: 8/11/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Branton	Signature: M.G. Branton	Date: 8-28-2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 8/30/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/26/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year.		

FED-10-7146-RA AFP Aug

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Milestone: 44243; CD-1: Alternative selection and cost range approval - Plan Complete: 6/30/2010

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL will continually use its established in-house quality control and project performance evaluation procedures to ensure that the conduct of this project is in consistency with the guidelines and requirements of the American Recovery and Reinvestment Act of 2009; it will continually monitor and measure the progress made for this project, taking corrective steps when needed; and will use the services of both in-house personnel and outside experts to accomplish such outcome.

**Section C: Contractor Recovery Act Deliverables:**

(Milestone 44244: Equipment Fabricated: Conversion and melt spinning equipment delivered to site - Plan Complete: 12/31/2011) (Milestone 44245: Equipment Operational: Conversion and melt spinning equipment test acceptance documents: 5/31/2012)

FED 10-7073-RA AFP Apr

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: IBR FOA Support Activities & Awards		1b. Work Proposal Number (if applicable): AOP #8.5.9.8	
2. Headquarters Program Point of Contact:			
Name: Melissa Klembara		Organization Code:	Telephone No: (202) 586-0031
3. Headquarters Budget Point of Contact:			
Name: Dennis Lin		Organization Code:	Telephone No: (202) 586-7285
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zol	
6. Responsible Field Element:			
Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Battelle (Oak Ridge National Laboratory)		Name: Robin Graham	Telephone No: (865) 576-7756
8. Work Authorization Number:		9. Revision Number:	
BM-470002-20650-10		1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BM0102060-05794-1004173 (2009)	\$0	\$483,191	\$483,191
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: 10/01/2009 To: 09/30/2010		10/01/2009	09/30/2010
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$483,191 is authorized for BM0102060-05794-1004173-Biorefinery (2009). These funds are made available for Project #20650 - IBR FOA Support Activities &amp; Awards. These funds are to be distributed to Agreement #19869 - B1 - WBS 8.5.9.8-ORNL Overall Review - Technical Support in accordance with AOP #8.5.9.8. These funds are for the support of comprehensive project reviews and peer reviews of the Recovery Act projects selected from the Integrated Biorefinery FOA for the duration of those projects. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b>            Fund: 05794, Appropriation: 89-0916-0331, Allottee: 30.            B&amp;R Code/Program Value: BM0102060-1004173            Project Code: 2004000</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Valerie Sarisky-Reed, Acting Program Manager	Signature: 402f971d-92f9-42fe-a13c- ab2eac0c3ec6	Date: 8/11/2010
17. DOE Field Organization Official:		
Name (typed): M. J. Croston	Signature: M. J. Croston	Date: 8/19/2010
18. Contractor's Authorized Representative:		
Name (typed): D. C. Christensen	Signature: <i>[Signature]</i>	Date: 8/19/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark A. Miller	Signature: Mark A. Miller	Date: 8/18/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-5167R AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements:

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Obligated Recovery Act funds by September 2010 - Plan completion 9/30/2010
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Conduct comprehensive project reviews and peer reviews for the 19 Recovery Act funded projects through the duration of the projects - Plan completion 9/30/2015
Section C: Contractor Recovery Act Deliverables:
Completed comprehensive project review reports and peer review reports - Plan completion 9/30/2015



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: B5 Transportation Infrastructure Activities		1b. Work Proposal Number (if applicable): AOP #2004570	
2. Headquarters Program Point of Contact: Name: Valri Lightner                      Organization Code:                      Telephone No: (202) 586-0937			
3. Headquarters Budget Point of Contact: Name: Dennis Lin                      Organization Code:                      Telephone No: (202) 586-7285			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Robin Graham                      Telephone No: (865) 576-7756	
8. Work Authorization Number: BM-470002-20472-10		9. Revision Number: 3	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BM0102060-05794-1004173 (2009)	\$4,170,000	\$599,504	\$4,769,504
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010 <sup>2010</sup> <del>2010</del> <sup>ARRA</sup>		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <sup>2011</sup> <del>2010</del> <sup>ARRA</sup>
14. Statement of Work: <sup>MAM</sup>			
<p><b>Specific Recovery Act Statement of Work</b>  Carryover funding in the amount of \$599,504 is authorized for BM0102060-05794-1004173-Biorefinery (2009). These funds are made available for Project #20472 - B5 Transportation Infrastructure Activities. These funds are to be distributed to Agreement #19087 - B5 - WBS 8.5.10.2 ORNL Intermediate Blends Testing (Phase 1 &amp; 2) (Project number: 2004570) in accordance with AOP #2004570. These funds are made available due to reduced funding for the Infrastructure National Outreach and the Retail Refueling solicitation, and related merit reviews. This funding is to be applied to ORNL I-Blends testing, specifically for Task V4 (full useful life emissions testing). Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b>  Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30  B&amp;R Code/Program Value: BM0102060-1004173  Project Code: 2004570</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Valerie Sarisky-Reed, Acting Program Manager	Signature: 421bab1b-3ea4-40ba- b13e-b167fffd1d4a	Date: 7/19/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRAANTON	Signature: M.G. Braanton	Date: 8-24-2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 8/24/10
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/23/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-5149R AFP Aug

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

Issue contract to testing facility for carrying out full useful life emissions tests on 21 vehicles by January 2010.

**Section B: Contractor Recovery Act Performance Outcomes and Measures: Performance Outcomes and Measures:**

Collect and analyze data on the effects of intermediate ethanol blends on 21 vehicles by December 2010

**Section C: Contractor Recovery Act Deliverables:**

Provide a summary report on full useful life testing by March 2011.

FED 10-5083 AFP Jan

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP #2004160	
2. Headquarters Program Point of Contact: Name: Shawn Herrera                      Organization Code: EE-2L                      Telephone No: (202) 586-1511			
3. Headquarters Budget Point of Contact: Name: Tomiko Williams-Edwards                      Organization Code:                      Telephone No: (202) 586-2828			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley                      Telephone No:	
8. Work Authorization Number: FB-470002-20454-10		9. Revision Number: 2	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EL1702010-05794-1004578 (2009)	\$65,000	\$100,000 ✓	\$165,000
<i>8/1/2010, WCL</i>			
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2010		12. Work Start Date: <del>10/01/2009</del> <i>8/1/2010</i>	13. Expected Completion Date: <del>09/30/2010</del> <i>3/31/2011</i>
		<i>WCL</i>	
14. Statement of Work: <i>WCL</i>			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$100,000 is authorized for EL1702010-05794-1004578-ESPC (2009). These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement #19079 - ORNL - Technical Guidance and Assistance in accordance with AOP #2004160. ARRA Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government			
ORNL will provide technical assistance to enhance and accelerate FEMP service functions to the Federal government using the American Recovery and Reinvestment Act (ARRA) funds. ORNL will provide services in the following areas: Initial and/or feasibility of a particular technology; Project prioritization; Strategic energy planning and benchmarking; Technical reviews of designs and proposals; Energy audit training; High-performance green building technical support; Federal vehicle fleet technical support; Assessments; Retro-Commissioning; Resource Efficiency Energy Managers; Operations and maintenance; Evaluate financial strategies, procurement specifications, and acceptance of installed systems; Detail of key lab staff to work within agencies for a limited duration (normally not more than 24 months); and All of the above with special emphasis on particular technologies in the areas of the labs' expertise. ORNL will provide project management support activities to include follow-up with the agency, completion of technical assistance reports, participation in technical assistance conference calls, quarterly joule reporting, and monthly project updates to the FEMPCentral database. Technical assistance to agencies must be approved by the Federal Energy Management Program.			
Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			

**ARRA Funding Information:**

Fund: 05794, Appropriation: 09-09/10-0331, Allottee: 30  
B&R Code/Program Value: EL1702010-1004578  
Project Code:

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

**15. Reporting Requirements (Status reports, scientific and technical information or similar):**

**16. Work Authorization Program Official:**

Name (typed): Richard G. Kidd IV Program Manager	Signature: f1bf37fe-5148-454f-8ce7-a314dbfb26a6	Date: 8/3/2010
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**17. DOE Field Organization Official:**

Name (typed): M. S. Granton	Signature: M. S. Granton	Date: 8/19/2010
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**18. Contractor's Authorized Representative:**

Name (typed): D. A. Christensen	Signature: [Signature]	Date: 8/17/2010
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**19. DOE Contracting Officer (or delegated representative):**

Name (typed): Mark A. Miller	Signature: Mark A. Miller	Date: 8/18/10
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\* The work authorization number will consist of the program code, AFR code, solicitation/project id, and the fiscal year.

FED 10-1253 AFP Aug

**Attachment A - Contractor Recovery Act Performance Requirements**

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
ORNL must complete Technical Assistance reports by March 31, 2011.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
ORNL must complete kick-off meetings, site visits if applicable, and complete Technical Assistance Reports.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Kick-Off Meetings - Complete by November 30, 2011 Site Visits (if applicable) - Complete by February 28, 2011 Technical Assistance Report - Complete by March 31, 2011

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG ARRA Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): AOP #WIA EECBG Grants	
2. Headquarters Program Point of Contact: Name: Craig Isakow                      Organization Code: EE-2K                      Telephone No: (202) 287-1850			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin                      Telephone No: (865) 574-8688	
8. Work Authorization Number: WI-470002-20458-10		9. Revision Number: 1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116 (2009)	\$0	\$1,500,000	\$1,500,000
<i>8/1/2010, NCL</i>			
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2010		12. Work Start Date: <del>10/01/2009</del> <i>8/1/2010, NCL</i>	13. Expected Completion Date: <del>09/30/2010</del> <i>2011, NCL</i>
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$1,500,000 is authorized for WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds are made available for Project #20458 - EECBG ARRA Formula Grants Technical Assistance</p> <p>These funds are to be distributed to Agreement #22655 - FY 10 EECBG Formula Grants Technical Assistance 2004350 TAS#8909/100331.91 in accordance with AOP #WIA EECBG Grants. Incrementally increase the award funding for the competitive solicitation. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI1001020-1005116            Project Code: <i>X See Above</i></p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: acfd1328-8a6d-466f-95ea- b158248b389d	Date: 7/9/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Bannock	Signature: M. G. Bannock	Date: 8/13/2010
18. Contractor's Authorized Representative:		
Name (typed): D. C. Christensen	Signature: D. C. Christensen	Date: 17 Aug 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark A. Millien	Signature: Mark A. Millien	Date: 8/9/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-10170S AFP Jul

ISSUE TASK  
ORDERS AGAINST BASIC  
ORDERING AGREEMENT (BOA)

Attachment A - Contractor Recovery Act Performance Requirements NCL

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Award grants on or before <del>September</del> <sup>NOVEMBER</sup> 30, 2010 <span style="float: right;">NCL</span>
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Grants awarded to contractor/grantees to perform tasks and work as outlined in grant solicitation.
Section C: Contractor Recovery Act Deliverables:
Report on award status - <del>September</del> <sup>NOVEMBER</sup> 30, 2010 <span style="float: right;">NCL</span>

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG ARRA Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): AOP #WIA EECBG Grants	
2. Headquarters Program Point of Contact: Name: Craig Isakow                      Organization Code: EE-2K                      Telephone No: (202) 287-1850			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Michaela Martin                      Telephone No: (865) 574-8688	
8. Work Authorization Number:* WI-470002-20458-10		9. Revision Number: 2	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116 (2009)	<del>\$0-\$1,500,000</del> NCL	\$1,500,000	<del>\$1,500,000</del> \$3,000,000                      NCL
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2010		12. Work Start Date: <del>10/01/2009</del> 8/1/2010	13. Expected Completion Date: 09/30/2010 2011                      NCL
14. Statement of Work: NCL			
<p><b>Specific Recovery Act Statement of Work</b>  Carryover funding in the amount of \$1,500,000 is authorized for WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds are made available for Project #20458 - EECBG ARRA Formula Grants Technical Assistance</p> <p>* These funds are to be distributed to Agreement #22655 - FY 10 EECBG Formula Grants Technical Assistance 2004350 TAS#8909/100331.91 in accordance with AOP #WIA EECBG Grants. Incrementally increase the award funding for the competitive solicitation. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p>ARRA funding information:  Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30  B&amp;R Code/Program Value: WI1001020-1005116  Project Code: * See Above</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

8/1/2010  
NCL

10-101725



16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: acfd1328-8a6d-466f-95ea- b158248b389d	Date: 7/9/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Bampton	Signature: M. G. Bampton	Date: 8-28-2010
18. Contractor's Authorized Representative:		
Name (typed): Dana Christensen	Signature: Dana Christensen	Date: 27 Aug 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/26/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-10170S AFP Jul

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
<del>Award grants on or before September 30, 2010</del> - SUPPORT TA DELIVERY MANAGEMENT EFFORT AND ISSUE TASK
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Grants awarded to contractor/grantees to perform tasks and work as outlined in grant solicitation.
Section C: Contractor Recovery Act Deliverables:
Report on award status - September 30, 2010

NOV.

TECHNICAL ASSISTANCE DELIVERED TO SEP AND ECCEB GRANTEES.

- KCL

ORDERS AGAINST BASIC ORDERING AGREEMENT (BOA).

- KCL

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: P 9 ARRA ORNL Evaluation 2009 ARRA and Retro		1b. Work Proposal Number (if applicable): AOP #OR22725	
2. Headquarters Program Point of Contact: Name: Bob Adams                      Organization Code:                      Telephone No:			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Elsenberg                      Telephone No: (202) 479-0439	
8. Work Authorization Number: WI-470002-20455-10 ✓		9. Revision Number: 2 ✓	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$11,800,000	\$736,000 ✓	\$12,536,000
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009 - 8/1/2010	13. Expected Completion Date: 09/30/2010, 2013, WCL
14. Statement of Work: NCL			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$736,000 is authorized for WI0702000-05797-1004760-Weatheriz. Trng &amp; TA (2009). These funds are made available for Project #20455 - P 9 ARRA ORNL Evaluation 2009 ARRA and Retro. These funds are to be distributed to Agreement #19052 - FY10 ARRA ORNL Evaluation of WAP TAS#8909/100331.91 in accordance with AOP #OR22725. The current IAQ study will measure the rate at which representative homes in the WAP program have the targeted IAQ problems prior to weatherization and post-weatherization. By collecting information about the home, the occupants, and the weatherization measures this study will strive to furnish some information on how those various factors (tightness of the home, occupant behaviors, weatherization measures, weatherization effectiveness) affect the IAQ outcomes. At a minimum, this study will inform the WAP program what issues they need to look at more carefully. In some cases, there will be clear findings that give the program direction for action. The study will support enhanced measurement of the impact of the program on radon levels, needs a large sample size and slightly revised procedures that would ensure that we always capture the information needed to address the study issues: Core Study - The current budget for the core study is \$663,391 for 368 homes (309 test and 59 control). That is about \$1,800 per home; Expanded Study - The expanded study would need an increase number of both test and control homes. We would suggest a sample size of 500 test and 250 control homes. That is an increase of 382 homes. At \$1,800 per home, that would required \$687,600 additional funding.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p>			

Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30  
 B&R Code/Program Value: W10702000-1004760  
 Project Code: ~~1004760-2004300~~ ✓

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 65eabd87-6aa1-4ba0-9962-2c47e57a496d	Date: 7/30/2010
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17. DOE Field Organization Official:

Name (typed): M. G. Branton	Signature: <i>M. G. Branton</i>	Date: 8/19/2010
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18. Contractor's Authorized Representative:

Name (typed): D.C. Christensen	Signature: <i>D.C. Christensen</i>	Date: 8/19/2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 8/18/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10198S AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Incremental Funding - All terms remain the same.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Incremental Funding - All terms remain the same.
Section C: Contractor Recovery Act Deliverables:
Incremental Funding - All terms remain the same.

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**1. Approval of data collection instrument by OMB**

Instruments will be submitted to OMB in FY 2010, 3<sup>rd</sup> quarter.

(Given the unpredictable time to complete the OMB review process, this milestone is expected to be met in FY 2011, 1<sup>st</sup> quarter or 2<sup>nd</sup> quarter.

Delay in approval will result in delay of Data Collections and Delivery of Final Report)

**2. Data collections**

For national energy savings attributable to

WAP for Program Year 2009:

FY 2012, 1<sup>st</sup> quarter (11/15/2011)

WAP for Program Year 2010:

FY 2013, 1<sup>st</sup> quarter (11/15/2012)

Data collection for the process assessment:

FY 2011, 3<sup>rd</sup> quarter. (6/15/2011)

Data collection for special studies:

FY 2012, 3<sup>rd</sup> quarter. (6/15/2012)

**3. Final Reports**

Final Report:

FY 2013, 4<sup>th</sup> quarter (9/30/2013)

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

National energy savings attributable to WAP for Program Years (PY) 2009 & 2010

Energy savings attributable to innovations in WAP program delivery

Monetary estimates of non-energy benefits attributable to WAP for PY Years 2009 & 2010

Estimates of reductions in the emission of greenhouse gases attributable to WAP for PY Years 2009 & 2010

Qualitative observations about WAP operation and administration for PY Years 2009 & 2010

**Section C: Contractor Recovery Act Deliverables**

Monthly Progress Reports

Interim reports documenting:

Program Year 2009 national energy savings

Program Year 2010 national energy savings

Program Year 2009 non-energy benefits

Program Year 2010 non-energy benefits

Special Studies Reports:

WAP Process Assessment

WAP Strategies Assessment for WAP post-ARRA

Final Project Report

FED 10-100126 DEC

10-101115

10-101985 WEL

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: August 30, 2010 at 04:20:27 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available	
											Previous	Change	Revised		
470002	05846	BW	3123742	TD5011000	25400	0000000	2006000	0000000		0.00	0.00	200,000.00	200,000.00	200,000.00	
<i>AY 2009 - WAS Number TD-470002-20803-10, Rev 1, \$200,000; Appropriation Symbol 8909/0331</i>															
<b>Total for Program Parent/Control Point: TD5011000</b>										0.00	0.00	200,000.00	200,000.00	200,000.00	
<b>Total for Fund Type: BW</b>										0.00	0.00	200,000.00	200,000.00	200,000.00	
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00	
470002	05794	ZT	1005306	39EB00000P	32001	0473189	2004140	0000000		0.00	14,700,000.00	-14,700,000.00	0.00	0.00	
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	30,700,000.00	-14,700,000.00	16,000,000.00	16,000,000.00	
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85	
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	0.00	483,191.00	483,191.00	1,138,220.94	
<i>AY 2009 - Work Authorization Number BM-470002-20650-09; Work Authorization Number BM-470002-20650-10, Rev 1, \$483,191; Appropriation Symbol: 8909/100331</i>															
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,170,000.00	599,504.00	4,769,504.00	9,769,117.74	
<i>AY 2009 - Work Authorization Number BM-470002-20472-10, \$4,170,000; Work Authorization Number BM-470002-20472-10, Rev 3, \$599,504; Appropriation Number: 8909/100331</i>															
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	4,170,000.00	1,082,695.00	5,252,695.00	11,613,102.53	
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00	
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00	
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00	
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00	
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004430	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00	
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00	
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00	
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00	
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,073,500.00	0.00	20,073,500.00	20,073,500.00	
<i>AY 2009 - WAS #: BA-470002-20886-10 \$20,000,000; Move funding to Major Item of Equipment: Carbon Fiber Semiproduction Equipment MIE: 01VP; WAS #: BA-470002-20886-10 Rev 2 \$73,500; Appropriation Symbol: 8909/100331</i>															
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	4,200,000.00	0.00	4,200,000.00	4,200,000.00	
<i>AY 2009 - WAS Number: BA-470002-20842-10, \$900K; Work Authorization Number: BA-470002-20842-10, Rev 4, \$3,300K; Appropriation Symbol: 8909/100331</i>															
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	24,273,500.00	0.00	24,273,500.00	24,273,500.00	
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00	
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00	
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	259,361.00	0.00	259,361.00	259,361.00	
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	350,000.00	0.00	350,000.00	500,291.32	
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	609,361.00	0.00	609,361.00	759,652.32	
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12	
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42	
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00	
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00	



# Financial Plan Report - Detail

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
Total for Program Parent/Control Point: ED0000000										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	65,000.00	100,000.00	165,000.00	811,120.72
AY 2009 - Work Authorization Number: FB-470002-20454-09 Rev 4 (\$111,000), Rev 5 (\$20,000) for a total of \$655,000; Work Authorization Number: FB-470002-20454-10 Rev 1 \$65,000; Work Authorization Number: FB-470002-20454-10 Rev 2 \$100,000; Appropriation Symbol: 8909/100331														
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
Total for Program Parent/Control Point: EL1700000										2,150,509.94	65,000.00	100,000.00	165,000.00	2,315,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Program Parent/Control Point: WI1100000										2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Fund Type: ZT										32,252,536.72	79,765,496.00	-13,517,305.00	66,248,191.00	98,500,727.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-4,700,000.00	3,000,000.00	-1,700,000.00	15,089,712.89
AY 2009 - Work Authorization Number: WI-470002-20458-09 \$16,800,000; Work Authorization Number: WI-470002-20458-09 Rev 3 (\$4,700,000); Work Authorization Number: WI-470002-20458-10, Rev 1 \$1,500,000; Work Authorization Number: WI-470002-20458-10, Rev 2, \$1,500,000; Appropriation Symbol: 8909/100331														
Total for Program Parent/Control Point: WI1001000										16,789,712.89	-4,700,000.00	3,000,000.00	-1,700,000.00	15,089,712.89
Total for Fund Type: ZV										16,789,712.89	-4,700,000.00	3,000,000.00	-1,700,000.00	15,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	19,800,000.00	736,000.00	20,536,000.00	32,104,008.19
AY 2009 - WAS#: WI-470002-18777-09, \$5,800K; WAS #: WI-470002-20443-09, \$6,000K; WAS #: WI-470002-20455-10, \$5,800K; WAS #: WI-470002-20994-10, \$3,000K; WAS #: WI-470002-20455-10, \$6,000K; WAS #: WI470002-21026-10, \$8,000K; WAS #: WI470002-20994-10, Rev2, <\$3,000K>; WAS #: WI470002-20455-10, Rev2, \$736K; 8909/331														
Total for Program Parent/Control Point: WI0702000										11,568,008.19	19,800,000.00	736,000.00	20,536,000.00	32,104,008.19
Total for Fund Type: ZW										11,568,008.19	19,800,000.00	736,000.00	20,536,000.00	32,104,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Program Parent/Control Point: WI0300000										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Fund Type: ZX										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Recipient Code: OR										60,610,257.80	105,565,496.00	-9,581,305.00	95,984,191.00	156,594,448.80
Total for Reporting Entity: 470002										60,610,257.80	105,565,496.00	-9,581,305.00	95,984,191.00	156,594,448.80
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										60,610,257.80	105,565,496.00	-9,581,305.00	95,984,191.00	156,594,448.80

Financial Plan Number: 13

Fiscal Year: 2010

Fiscal Month: 11

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: August 30, 2010 at 04:20:27 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-9,581,305.00
Grand Total:	-9,581,305.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

September 16, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6231

Dear Mr. Windham:

### **CONTRACT NO. DE-AC05-00OR22725 - MODIFICATION NO. 446**

This modification is being issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$626,788 to the contract for the Advanced Research Project Agency-Energy (ARPA-E) project entitled "High Performance CO<sub>2</sub> Scrubbing Based on Hollow Fiber-Supported Designed Ionic Liquid Sponges." The total amount of funds obligated under this contract since its inception is increased from \$11,498,785,426.76 to \$11,499,412,214.76.

If you have any questions, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO. 446	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009086	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$626,788.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0336::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/16/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Enclosure 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$626,788 for the Advanced Research Project Agency-Energy (ARPA-E) project entitled “High Performance CO<sub>2</sub> Scrubbing Based on Hollow Fiber-Supported Designed Ionic Liquid Sponges.”
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$626,788 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,498,785,426.76 to \$11,499,412,214.76.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization (Enclosure 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. 09/CJ000/08/01 (Revision No. 00)  (Number from Block 8 of the Work Authorization)	High Performance CO <sub>2</sub> Scrubbing Based on Hollow Fiber-Supported Designed Ionic Liquid Sponges

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

**ENCLOSURE 1**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: High Performance CO <sub>2</sub> Scrubbing Based on Hollow Fiber-Supported Designed Ionic Liquid Sponges		1b. Work Proposal Number (if applicable): ERCJ016
2. Headquarters Program Point of Contact. Name: Mark Hartney      Organization Code: AR-1      Telephone No.: (202) 287-1077		
3. Headquarters Budget Point of Contact. Name: Tony Digiovanni      Organization Code: AR-1      Telephone No.: (202) 287-1030		
4. Responsible Program: Advanced Research Project Agency - Energy		5. Responsible Secretarial Officer: Director, Advanced Research Projects Agency
6. Responsible Field Organization: Oak Ridge Site Office		
7a. Site and Facility Management Contractor: UT Battelle - Oak Ridge National Laboratory		7b. Contractor Point of Contact. Name: Dr. Sheng Dai Telephone No.: (865) 576-7307
8. Work Authorization Number: 09/CJ000/08/01		9. Revision Number: 00
10. Funds Authorized (\$). B&R Code: CJ01 Previous: \$0 Change: +\$626,788 Current: \$626,788		
11. Performance Period Covered by Funds. From: 02/19/09 To: 9/30/10	12. Work Start Date: Month/Year 09/2010	13. Expected Completion Date: Month/Year 09/2012

14. Statement of Work:

The term "Work Authorization" is defined as the following set of documents:

U.S. Department of Energy Contract Work Authorization (pages 1-7)	
Attachment 1	Contractor Recovery Act Technical Milestones and Deliverables (pages 1-4)
Attachment 2	Reporting Requirements (pages 1-24)

This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009 (ARRA). All contract terms and conditions apply, except as provided in this Work Authorization. Work shall be performed using ARRA funds obligated under the contract, and, as such, is subject to special statutory conditions.

On or about March 15, 2010, Oak Ridge National Laboratory (ORNL), along with Georgia Institute of Technology (Georgia Tech), submitted a full application to the Advanced Research Projects Agency – Energy (ARPA-E) in response to Funding Opportunity Announcement DE-FOA-0000208, IMPACCT. On or about April 28, 2010, ARPA-E selected the project described in ORNL’s full application for funding. ARPA-E is funding the project described in ORNL’s full application through this Work Authorization and a separate financial assistance award, DE-AR0000104, to Georgia Tech and Sci-Tec, Inc. (Sci-Tec).

**I. Project Definition**

The Project is defined as the combination of (i) the work described in this Work Authorization and (ii) the work described in ARPA-E financial assistance award DE- AR0000104. The work described in this Work Authorization is to be performed by ORNL. The work described in ARPA-E financial assistance award DE-AR0000104 is to be performed by Georgia Tech and Sci-Tec, subject to modification of the award by ARPA-E.

**II. Coordination and Management of Project**

ORNL shall coordinate and manage the Project in the manner described in this Work Authorization.

**III. Financial Reporting**

A. Financial Reports on Work Described in Work Authorization:

Within 10 business days of a written request by ARPA-E, ORNL shall provide ARPA-E with a report on cumulative expenditures to date for the work described in this Work Authorization. The report must show cumulative expenditures to date for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. Within 10 business days of a written request by ARPA-E, ORNL shall provide additional supporting documentation.

#### B. Financial Reports on Project:

On January 15, April 15, July 15, and October 15 of each year during the period of performance, ORNL shall provide ARPA-E with a report on cumulative (Federal and non-Federal) expenditures to date for the Project. The report must show cumulative expenditures to date for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. Within 10 business days of a written request by ARPA-E, ORNL shall provide additional supporting documentation.

#### C. Review of Financial Reports from Georgia Tech and Sci-Tec:

ORNL shall request and review reports from Georgia Tech and Sci-Tec showing cumulative expenditures to date for the work described in ARPA-E financial assistance award DE- AR0000104. The reports must show cumulative expenditures to date for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. ORNL shall request and review additional supporting documentation from Georgia Tech and Sci-Tec, as appropriate.

### IV. Cost Share Reporting

#### A. Cost Share Obligations:

The total project cost for the Project is \$1,110,109. Georgia Tech shall pay 9% percent (or \$100,000) of the total project cost. Sci-Tec shall pay 11% percent (or \$122,500) of the total project cost. Total project Cost Share is 20.0% (\$222,500). Georgia Tech and Sci-Tec are liable for their respective shares of total project cost incurred to date, even if the project is terminated or is not funded to completion.

#### B. Cost Share Monitoring:

ORNL shall monitor and verify Georgia Tech's and Sci-Tec's compliance with their cost share obligations. ORNL may use the financial reports and additional supporting documentation referenced in III.C above for this purpose.

#### C. Cost Share Reporting:

ORNL shall include in the financial reports referenced in III.B above verification that Georgia Tech and Sci-Tec have fulfilled their cost share obligations to date. Within 10 business days of a written request by ARPA-E, ORNL shall provide additional supporting documentation.

### V. Program/Technical Reporting

#### A. Technical Milestones and Deliverables:

ORNL shall achieve the technical milestones described in Attachment 1 to this Work Authorization by the dates indicated therein. ORNL shall provide ARPA-E with the deliverables described in Attachment 1 to this Work Authorization by the dates indicated therein.

#### B. Program/Technical Reports on Work Described in Work Authorization:

Within 10 business days of a written request by ARPA-E, ORNL shall provide ARPA-E with a report on the program/technical work described in this Work Authorization. The report must show (i) the current status of work on each of the technical milestones and deliverables described in Attachment 1 to this Work Authorization and (ii) the expected date for completion of each technical milestone and deliverable. Within 5 business days of a written request by ARPA-E, ORNL shall provide additional supporting documentation.

C. Review of Program/Technical Reports from Georgia Tech and Sci-Tec:

ORNL shall request and review reports from Georgia Tech and Sci-Tec showing (i) the timely achievement of the technical milestones described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104 and (ii) the timely submission of the deliverables described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104. ORNL shall request and review additional supporting documentation from Georgia Tech and Sci-Tec, as appropriate. Within 5 business days of a written request from ARPA-E, ORNL shall provide such reports and additional supporting documentation to ARPA-E.

D. Technical Milestone/Deliverables Monitoring:

ORNL shall monitor and verify (i) Georgia Tech and Sci-Tec's achievement of the technical milestones described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104, and (ii) Georgia Tech and Sci-Tec's submission of the deliverables described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104, ORNL may use the program/technical reports and additional supporting documentation referenced in V.C above for this purpose.

ORNL shall hold monthly conference calls with Georgia Tech and Sci-Tec to review its progress towards achievement of the technical milestones and deliverables described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104. Within 5 business days of a written request from ARPA-E, ORNL shall provide ARPA-E with any information or data received during the monthly conference calls.

ORNL shall attend meetings (in person) with Georgia Tech and Sci-Tec at least two times each year during the period of performance to review its progress towards achievement of the technical milestones and deliverables described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104. Within 5 business days of a written request from ARPA-E, ORNL shall provide ARPA-E with any information or data received during the monthly conference calls.

E. Program/Technical Reports on Project:

On January 15, April 15, July 15, and October 15 of each year during the period of performance, ORNL shall provide ARPA-E with a report on the program/technical work for the Project. Such report shall conform to the requirements for quarterly reports described in Attachment 2 to this Work Authorization. Within 5 business days of a written request by ARPA-E, ORNL shall provide additional supporting documentation.

ORNL shall include in the program/technical report for the Project verification that Georgia Tech and Sci-Tec (i) are achieving the technical milestones described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104 by the dates indicated therein and (ii) are submitting the deliverables described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104 by the dates indicated therein. Within 5 business days of a written request by ARPA-E, ORNL shall provide additional supporting documentation.

F. ARPA-E Meetings and Conferences:

ORNL's Principal Investigator and relevant program/technical personnel shall attend (in person) at least one ARPA-E meeting in Washington, DC each year during the period of performance. ARPA-E will select the date for the meeting. During the meeting, ORNL's Principal Investigator and relevant program/technical personnel will present a report on (i) the current status of work on each of the technical milestones and deliverables described in Attachment 1 to this Work Authorization and Attachment 3 to ARPA-E financial assistance award

DE- AR0000104, and (ii) the expected date for completion of each technical milestone and deliverable. ARPA-E may provide input, comment, guidance, instruction, and direction on the coordination and management of the Project, the work described in Attachment 1 to this Work Authorization, and the work described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104.

ORNL's Principal Investigator and relevant program/technical personnel shall attend (in person) at least two ARPA-E site visits each year during the period of performance. ARPA-E will select the dates for the meeting. During the meeting, ORNL's Principal Investigator and relevant program/technical personnel will present a report on (i) the current status of work on each of the technical milestones and deliverables described in Attachment 1 to this Work Authorization and Attachment 3 to ARPA-E financial assistance award DE- AR0000104, and (ii) the expected date for completion of each technical milestone and deliverable. ARPA-E may provide input, comment, guidance, instruction, and direction on the coordination and management of the Project, the work described in Attachment 1 to this Work Authorization, and the work described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104.

ORNL's Principal Investigator and relevant program/technical personnel shall attend (by telephone or webinar) at least two ARPA-E meetings each year during the period of performance. ARPA-E will select the dates for the meetings. During the meeting, ORNL's Principal Investigator and relevant program/technical personnel will present a report on (i) the current status of work on each of the technical milestones and deliverables described in Attachment 1 to this Work Authorization and Attachment 3 to ARPA-E financial assistance award DE- AR0000104, and (ii) the expected date for completion of each technical milestone and deliverable. ARPA-E may provide input, comment, guidance, instruction, and direction on the coordination and management of the Project, the work described in Attachment 1 to this Work Authorization, and the work described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104.

ORNL's Principal Investigator and relevant program/technical personnel shall attend (in person) at least one scientific/technical conference designated by ARPA-E each year during the period of performance. Upon request by ARPA-E, ORNL's Principal Investigator and relevant technical personnel shall participate as panelists and/or speakers at the conference.

#### G. Other Communications

In addition to the formal reports, presentations, meetings, and conferences described in this Work Authorization, ARPA-E expects to communicate by telephone and email with ORNL's program/technical personnel on a regular basis. ORNL's program/technical personnel shall reply to ARPA-E telephone calls and emails within 5 business days, to the maximum extent practicable. Upon request, ORNL's program/technical personnel shall participate in conference calls with ARPA-E regarding the Project. ARPA-E may provide input, comment, guidance, instruction, and direction on the coordination and management of the Project, the work described in Attachment 1 to this Work Authorization, and the work described in Attachment 3 to ARPA-E financial assistance award DE- AR0000104.

#### VI. ARRA Reporting

##### A. ARRA Reporting for Work Described in the Work Authorization:

On January 10, April 10, July 10, and October 10 of each year during the period of performance, ORNL shall complete its ARRA reporting for the work described in this Work Authorization. Instructions for ARRA reporting are provided in Attachment 2 to this Work Authorization. Additional information and instructions can be found at the following locations: [http://energy.gov/recovery/ARRA\\_Reporting\\_Requirements.htm](http://energy.gov/recovery/ARRA_Reporting_Requirements.htm) and <https://www.federalreporting.gov/federalreporting/downloads.do>

ARPA-E requests ORNL to complete its ARRA reporting for the work described in this Work Authorization at least 3 days prior to this deadline (i.e., January 7, April 7, July 7, and October 7) to allow for reporting verification and to remedy any problems relating to the ARRA reports.



## B. Coordinate and manage ARRA Reporting from Georgia Tech and Sci-Tec:

ORNL shall coordinate and manage the collection of all information and documents required for Georgia Tech and Sci-Tec to timely complete its ARRA reporting for the work described in ARPA-E financial assistance award DE- AR0000104. ORNL shall provide such information and documents to Georgia Tech and Sci-Tec at least 10 business days in advance of the reporting deadline.

## VII. Substantial Involvement

ARPA-E will have substantial involvement in the coordination and management of the Project.

### A. Site Visits

Within 10 business days of a written request by ARPA-E, ORNL shall provide ARPA-E reasonable access to the facilities and sites where the work described in the Work Authorization is being performed. ORNL shall provide reasonable resources and assistance requested or required by ARPA-E for safety, convenience, or other purposes. ORNL shall arrange meetings, presentations, tours, and/or demonstrations requested by ARPA-E. ARPA-E will provide advance notice of site visits, and minimize interference with ongoing work.

### B. Project Meetings

ORNL shall provide ARPA-E with reasonable advance notice of and reasonable access to technical and project status meetings, reviews, tests, and demonstrations so as to allow ARPA-E to better understand the progress and challenges of the work performed under this Work Authorization. ARPA-E may participate in these meetings, reviews, tests, and demonstrations, and may provide input and comment. ARPA-E has no right of approval for these meetings, reviews, tests, and demonstrations.

## VIII. Publication

ARPA-E encourages ORNL to publish or otherwise make publicly available the results of work performed under this Work Authorization.

Should ORNL publish or otherwise make publicly available the results of work performed under this Award, ORNL shall include the following acknowledgement and disclaimer.

Acknowledgment: "The information, data, or work presented herein was funded in part by the Advanced Research Projects Agency – Energy (ARPA-E), U.S. Department of Energy."

Disclaimer: "The information, data, or work presented herein was funded in part by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## IX. Performance of Work in the United States

### A. U.S. Work Obligation:

At least 90 percent of all work performed for this Project, measured as a percentage of the total project cost, must be performed in the United States (i.e., the United States proper and U.S. territories and insular possessions).

## B. U.S. Work Monitoring:

ORNL shall ensure that the obligation in IX.A above is met for the Project. ORNL shall include in the financial reports described in III.B above verification that this obligation has been met to date.

## X. Equipment Purchases

### A. Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

### B. Purchase of U.S. Equipment

To the extent ORNL purchases new equipment to perform the work described in this Work Authorization, ORNL purchase equipment made or manufactured in the United States, to the maximum extent practicable.

## XI. National Environmental Policy Act (NEPA) Compliance

### A. NEPA Determination

The ARPA-E NEPA Compliance Officer has determined that the work described in this Work Authorization falls within categorical exclusion B3.6 of DOE's NEPA regulations (10 C.F.R. Part 1021).

### B. Notification Obligations

In the event of any changes or modifications to the work described in this Work Authorization, ORNL shall notify the ARPA-E NEPA Compliance Officer (ARPA-E-Counsel@hq.doe.gov) in writing immediately. ORNL shall include in its notification: (i) the name and contact information (telephone number and email address) for the individual(s) to whom the ARPA-E NEPA Compliance Officer should direct any inquiries regarding this matter; and (ii) a detailed description of the changes or modifications to the work described in this Work Authorization.

### B. Compliance Obligations

Within 10 business days of a written request from ARPA-E, ORNL shall provide information and documents required or requested by the ARPA-E NEPA Compliance Officer and his designee.

## XII. Patent Costs

### A. Payments for Patent Costs:

ARPA-E will not pay more than \$15,000 in costs and fees relating to the filing and prosecution of U.S. patent applications on subject inventions disclosed to ARPA-E and the U.S. Department of Energy. ARPA-E will not pay any costs and fees relating to the filing and prosecution of foreign patent applications.

### B. Patent Cost Monitoring:

ORNL shall ensure that, for the Project as a whole, ARPA-E is not charged more than \$15,000 in costs and fees relating to the filing and prosecution of U.S. patent applications on subject inventions disclosed to ARPA-E and the U.S. Department of Energy. ORNL shall ensure that, for the Project as a whole, ARPA-E is not charged any costs and fees relating to the filing and prosecution of foreign patent applications.

## XIII. Intellectual Property Management Plan

ORNL shall negotiate an intellectual property management plan with Georgia Tech and Sci-Tec ORNL shall submit a completed and signed intellectual property management plan to ARPA-E within 90 days of the date of this Work Authorization.

### XIII. Termination

ARPA-E may terminate this Work Authorization and/or discontinue funding under this Work Authorization for: (i) failure to achieve the technical milestones in Attachment 1 to this Work Authorization by the dates indicated therein; (ii) failure to submit the deliverables described in Attachment 1 to this Work Authorization by the dates indicated therein; (iii) failure to fulfill the reporting obligations described in this Work Authorization; (iv) failure to coordinate and manage this Project; (v) failure to fulfill the monitoring and verification obligations described in this Work Authorization; (vi) failure to fulfill the substantial involvement obligations in VII above; (vii) failure to fulfill the U.S. Work obligations in IX above; (viii) failure to fulfill the NEPA obligations in XI above; (ix) failure to fulfill the Patent Cost obligations in XII above; (x) failure to fulfill the IP Management Plan obligation in XIII above; and/or (xi) any other basis established by law or by contract.

### XIV. U.S. Competitiveness

ORNL shall require, by written agreement, licensees or assignees of elected subject inventions to manufacture substantially in the United States any products embodying the elected subject inventions or produced through the use of the elected subject inventions if said products are used or sold in the United States.

Licensees or assignees may request DOE and ARPA-E to waive the U.S. manufacturing requirement. Such waiver requests must be accompanied by substantial evidence that it is not commercially feasible to comply with the U.S. manufacturing requirement. Such waiver requests shall require the concurrence of DOE and ARPA-E.

In the event DOE and ARPA-E agree to waive the U.S. manufacturing requirement, DOE and ARPA-E shall require recoupment of the Federal Government's investment (with interest) or other appropriate recognition of the Federal Government's support of the technology.

The above conditions shall be binding on any subsequent assignee or sublicensee of, or any entity acquiring rights to, any elected subject invention.

### 15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act (ARRA) of 2009 and the reporting requirements outlined in Attachment 2.

16. Work Authorization Program Official.  
Name (typed): Mark Hartney

Signature: 

Date: 7/29/10

17. DOE Field Organization Official.  
Name (typed): Johnny O. Moore

Signature: 

Date: 8/26/10

18. Contractor's Authorized Representative.  
Name (typed): Johnny Moore

Signature: 

Date: 8/26/10

19. DOE Contracting Officer (or delegated representative).  
Name (typed): MARK A. MILLION

Signature: 

Date: 8/26/10

**ATTACHMENT 1**  
**CONTRACTOR RECOVERY ACT TECHNICAL MILESTONES AND DELIVERABLES**

New designer ionic liquids developed by Oak Ridge National Laboratory will be integrated with hollow fiber membranes produced by Georgia Tech that provide a robust, high surface area support. These ionic liquid/hollow fiber structures will then be tested under realistic flue gas conditions and assessed by Sci-Tec. The objectives of this catch-and-release system are to cut the cost and energy associated with capturing CO<sub>2</sub>, as well as design a platform that can be scaled up to coal-fired power plants across the country.

**Milestones and Deliverables to be performed by ORNL**

<b>Program Element</b>	<b>Major Tasks</b>	<b>Key Milestones and Deliverables</b>
<p><b>Program Element 1:</b> Increase the efficiency (rate and gravimetric capacity) of capture and release for CO<sub>2</sub> via molecular design of alcohol-functionalized ILs. Determine the effects of water vapor and other flue gas components.</p>	<p>1.1 Synthesize and characterize alcohol-functionalized ILs with varying cation and anion structures.            1.2 Measure adsorption kinetics and capacity.            1.3 Measure desorption kinetics.            1.4 Measure effects of realistic flue gas components: at least 75%relative humidity, 10 ppm SO<sub>x</sub>, 10 ppm NO<sub>x</sub>.            1.5 Downselect alcohol-functionalized ionic liquids.</p>	<p><b>December 1, 2010 (Q1)</b>            Completed synthesis of at least 4-6 different alcohol-functionalized ILs for testing</p> <p><b>March 1, 2011 (Q2)</b>            Completed testing for thermal stability and adsorption/desorption kinetics and capacity for at least ½ of ILs synthesized.</p> <p><b>June 1, 2011 (Q3)</b>            Capacity of 1:1 moles of CO<sub>2</sub> to IL demonstrated</p> <p><b>September 1, 2011 (Q4)</b>  <b>Go/No-Go: Demonstrate alcohol-functionalized ILs with 80% CO<sub>2</sub> uptake within 15 min and desorption in less than 10 minutes at 120 °C or below. Demonstrate thermal stability at 180 °C. CO<sub>2</sub> capacity degradation of no more than 5% after one week exposure to at least 75% relative humidity, 10 ppm SO<sub>x</sub>, 10 ppm NO<sub>x</sub>.</b></p>
<p><b>Program Element 2:</b> To develop next-generation tasks-specific ionic liquids (TSILs) whose anions are CO<sub>2</sub>-binding conjugated bases derived from a direct proton transfer between superbases and weak proton donors</p>	<p>2.1 Synthesize and characterize protic ILs whose anions are derived from a direct proton transfer between superbases and weak proton donors.            2.2 Measure adsorption kinetics.            2.3 Measure desorption kinetics.            2.4 Measure effects of realistic flue gas components: at least 75%relative humidity, 10 ppm SO<sub>x</sub>, 10 ppm NO<sub>x</sub>.            2.5 Downselect TSIL.</p>	<p><b>June 1, 2011 (Q3)</b>            Synthesis of at least 6 TSILs for testing</p> <p><b>September 1, 2011 (Q4)</b>            Completed testing for thermal stability and adsorption/desorption kinetics and capacity for at least ½ of ILs synthesized</p> <p><b>December 1, 2011 (Q5)</b>            Capacity of 1:1 moles of CO<sub>2</sub> to IL demonstrated</p>

Program Element	Major Tasks	Key Milestones and Deliverables
		<p><b>March 1, 2012 (Q6)</b>  <b>Go/No-Go: Demonstrate TSILs with 80% CO<sub>2</sub> uptake within 15 min and desorption in less than 10 minutes at 120 °C or below. Demonstrate thermal stability at 180 °C. CO<sub>2</sub> capacity degradation of no more than 5% after one week exposure to at least 75% relative humidity, 10 ppm SO<sub>x</sub>, 10 ppm NO<sub>x</sub>.</b></p>

**Milestones and Deliverables to be performed by Georgia Tech and Sci-Tec**

Program Element	Major Tasks	Key Milestones and Deliverables
<p><b>Program Element 3:</b> Integrate the IL-based sorption system with hollow fiber platforms for considerably enhanced capture and release kinetics.</p> <p><b>Georgia Tech</b></p>	<p>3.1 Order and/or fabricate components and assemble new hollow fiber spinning system to debottle-neck spinning facility</p> <p>3.2 Demonstrate performance of new spinning system by comparing hollow fibers created in current system and new system to verify ability to form equivalent characteristics.</p> <p>3.3 Demonstrate ability to form a defect-free lumen layer allowing efficient loading of a model ionic liquid but preventing excessive water or CO<sub>2</sub> exchange between porous fiber wall and lumen layer.</p> <p>3.4 Explore ionic liquid impregnation techniques</p> <p>3.5 Measure CO<sub>2</sub> absorption capacity and kinetics.</p> <p>3.6 Measure degradation in the presence of water vapor, SO<sub>x</sub>, NO<sub>x</sub>.</p> <p>3.7 Examine potential need for post-impregnation application of a barrier layer is required.</p> <p>3.8 Final materials down-selected.</p>	<p><b>March 1, 2011 (Q2)</b>  Assembly of hollow fiber spinning system complete</p> <p><b>June 1, 2011 (Q3)</b>  The following properties of fibers measured from new spinning system and found to deviate less than 10 % from the current system: 1) inside and fiber diameters, 2) porosity, 3) average pore size and 4) pore size distribution; with and without a lumen layer</p> <p><b>September 1, 2011 (Q4)</b>  Preferred ionic liquid impregnation technique identified using model ionic liquid and considering 1) capillary pressure uptake into dried open-pore fiber walls and 2) hydrostatic pressure driven infusion using a carrier fluid such as methanol that can permeate through the fiber lumen layer</p> <p><b>March 1, 2012 (Q6)</b>  Hollow fiber constructed where CO<sub>2</sub> permeance across the lumen layer is 2 GPU or less at 30 °C.</p> <p>Less than 1% loss of CO<sub>2</sub> absorption capacity after 10 cycles demonstrated.</p>

Program Element	Major Tasks	Key Milestones and Deliverables
		<p>CO<sub>2</sub> capacity degradation of no more than 5% demonstrated after one week exposure to at least 75% relative humidity, 10 ppm SO<sub>x</sub>, 10 ppm NO<sub>x</sub>.</p> <p><b>June 1, 2012 (Q7)</b> Determination whether a post-impregnation application of a barrier layer is required, and whether “leak caulking” of the lumen layer is viable after aggressive cycling of the fiber sorbent through multiple sorption-desorption cycles.</p> <p><b>September 1, 2012 (Q8)</b> Preferred fiber sorbent polymer, lumen layer, lumen layer formation approach, and IL impregnation technique finalized. IL impregnated into hollow fiber demonstrating 80% CO<sub>2</sub> uptake within 15 min and desorption in less than 10 minutes at 120 °C or below. Demonstrate thermal stability at 180 °C.</p>
<p><b>Program Element 4:</b> Result assessments and successful large scale synthesis of ILs</p> <p><b>Sci-Tec</b></p>	<p>4.1 Aid in the assessment of results from Program Elements 1, 2 and 3 and counsel of Program Element directions</p> <p>4.2 Consult toward the large scale synthesis of successful ILs</p>	<p><b>March 1, 2011 (Q2)</b> Assessment reports on ILs synthesized to date from Program Element 1, including determination of ILs to date offering the highest potential for CO<sub>2</sub> sorption and stability and any potentially promising paths forward. ILs will be assessed on factors including: adsorption kinetics, desorption kinetics, CO<sub>2</sub> capacity, thermal stability, and stability with respect to water vapor, SO<sub>x</sub>, and NO<sub>x</sub>.</p> <p><b>September 1, 2011 (Q4)</b> Assessment reports on ILs synthesized to date from Program Element 1 and 2, including determination of ILs to date offering the highest potential for CO<sub>2</sub> sorption and stability and any potentially promising paths forward. ILs will be assessed on factors including: adsorption kinetics, desorption kinetics, CO<sub>2</sub> capacity, thermal stability, and stability with</p>

Program Element	Major Tasks	Key Milestones and Deliverables
		<p>respect to water vapor, SO<sub>x</sub>, and NO<sub>x</sub>.</p> <p><b>March 1, 2012 (Q6)</b>  Assessment report on ILs synthesized to date from Program Element 1 and 2, including determination of ILs to date offering the highest potential for CO<sub>2</sub> sorption and stability and any potentially promising paths forward. ILs will be assessed on factors including: adsorption kinetics, desorption kinetics, CO<sub>2</sub> capacity, thermal stability, and stability with respect to water vapor, SO<sub>x</sub>, and NO<sub>x</sub>.</p> <p>Large scale synthesis path determined for ILs from Program Element 1 meeting the 12 month Go/No-Go criteria</p> <p><b>June 1, 2012 (Q7)</b>  Large scale synthesis path determined for ILs from Program Element 2 meeting the 18 month Go/No-Go criteria</p> <p><b>September 1, 2012 (Q8)</b>  Final assessment reports on large-scale synthetic procedures of ILs demonstrated to be viable for incorporation into fibers. ILs and hollow fibers will be assessed on factors including: adsorption kinetics, desorption kinetics, CO<sub>2</sub> capacity, thermal stability, and stability with respect to water vapor, SO<sub>x</sub>, and NO<sub>x</sub>.</p>

## ATTACHMENT 2 – REPORTING REQUIREMENTS

**Table 1: Overview of Reporting Requirements**

Reporting	White House Office of Management and Budget (OMB) Reporting Requirements	ARPA-E Reporting Requirements
Frequency	- Quarterly Reporting	- Please see attached guidance
Information	- Jobs - Select Financials - Project Status	- Please see attached guidance
Method	Reporting submitted through <a href="https://www.federalreporting.gov/federalreporting/">https://www.federalreporting.gov/federalreporting/</a> , options include: - Upload an excel document - Enter data directly or - Upload an XML document	- Please see attached guidance
Help Resources	- DOE Recovery Act Clearinghouse Call Center ( <a href="https://recoveryclearinghouse.energy.gov">https://recoveryclearinghouse.energy.gov</a> or 1-888-363-7289) - <a href="http://www.energy.gov/recovery/ARRA_Reporting_Requirements.htm">http://www.energy.gov/recovery/ARRA_Reporting_Requirements.htm</a> - <a href="https://www.federalreporting.gov/federalreporting/downloads.do">https://www.federalreporting.gov/federalreporting/downloads.do</a>	- Please see attached guidance
Grant or Loan Recipient Guidance	- <a href="http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf">http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf</a> & <a href="http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf">http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf</a> - <a href="http://www.energy.gov/recovery/documents/1512_Grant_Loan_Recipients_Instructions.pdf">http://www.energy.gov/recovery/documents/1512_Grant_Loan_Recipients_Instructions.pdf</a>	- Please see attached guidance
Contractor Guidance	- <a href="https://www.acquisition.gov/far/current/html/52_200_206.html#wp114499">https://www.acquisition.gov/far/current/html/52_200_206.html#wp114499</a> - <a href="http://www.energy.gov/recovery/documents/1512_Contractor_Instructions.pdf">http://www.energy.gov/recovery/documents/1512_Contractor_Instructions.pdf</a>	- Please see attached guidance
Major Job Requirements	- Recipients will report solely on direct jobs funded from Recovery Act contracts, grants, loans and other forms of assistance - Grant or Loan recipients should report jobs created and retained at both the prime recipient and sub-recipient level - FAR Regulations require recipients of Federal <i>contracts</i> to report only jobs created and retained by the prime contractors - Jobs are calculated based on the reporting quarter as Total Hours worked/funded by Recovery Act in the Quarter divided by Hours in a Full Time Schedule	- Please see attached guidance



## Reporting Instructions

### A. MANAGEMENT REPORTING

#### Progress Report

On the 15<sup>th</sup> day of every quarter (January 15, April 15, July 15, October 15), you are required to submit a progress report for the project – i.e., the entirety of work performed by ORNL, Georgia Tech, and Sci-Tec -- to ARPA-E via email to (1) arpa-e-reporting@hq.doe.gov and (2) the program support staff for the relevant technology development program. (The ARPA-E Program Director will provide you with a contact list for the relevant ARPA-E personnel.)

The progress report must include the following information. Please refer to the sample progress report attached as Appendix 1 for further guidance.

- Title Page:** The title page should identify the name of the national laboratory, the nature of the report (quarterly progress report), the quarter and year of reporting (e.g., Q2 2010), and the FOA name and number. In addition, the title page should identify, in chart form, the work authorization number, the name of the national laboratory, the award number for the team members, the project title, the principal investigator, the date of the report, and the period covered by the report (e.g., Jan. 1, 2010-March 31, 2010).
- Section I.** Accomplishments and Milestone Update: A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met, if they were not. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should contain sufficient information to document progress and completion of the milestones, and may be marked as protected data.
- Section II.** Issues, Risks, and Mitigation: Actual or anticipated problems or delays and actions taken or planned to resolve them.
- Section III.** Changes in Approach: Any changes in approach or aims and reasons for change.
- Section IV.** Key Personnel: Any absence or changes of key personnel or changes in consortium/teaming arrangement.
- Section V.** Project Output:
- A. Journal Articles: Articles published in scientific and other journals. List author name, title, journal name, volume, issue, pages, and year of publication. You are required to send a copy of each journal article to the

ARPA-E Program Director.

- B. Papers: Conference papers. List author name, title, conference name, location, and date of conference. You are required to send a copy of each paper to the ARPA-E Program Director.
- C. Status Reports: Progress reports and updates submitted to ARPA-E during quarter. List name of report and date of submission to ARPA-E.
- D. Media Reports: Any articles in newspapers, magazines, online media, etc. List author, title, publication and/or website, page number (if applicable), and date of publication.
- E. Invention Disclosures: Subject inventions disclosed to ARPA-E and the U.S. Department of Energy under this Award. List title, date submitted, and name of inventor.
- F. Patent Applications: Patent applications arising out of subject inventions disclosed to ARPA-E and the U.S. Department of Energy under this Award. List patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.
- G. Licensed Technologies: Subject inventions licensed to third parties. List name of licensee, patent or patent application number, title, and expiration date of agreement.
- H. Networks/Collaborations Fostered: Partnerships and other arrangements concluded with respect to the project or technology area. List name of network/collaboration (if any), name of entities involved, date of agreement (if any), brief description of network/collaboration, and technology area.
- I. Websites Featuring Project Work or Results: Web site or other Internet sites that reflect the work or results of this project. List name of website, specific webpage(s) on which project work or results featured, and brief description of project work or results featured.
- J. Other Products: Additional project output, such as data or databases, physical collections, audio or video, software or Netware, models, educational aid or curricula, instruments or equipment. List brief description of additional project output, date of release, and entity to which output was provided.
- K. Awards, Prizes, and Recognition: Any awards, prizes, or other recognition for project work or results, subject inventions, patents or patent applications, etc. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/prize/recognition.

Section VI. Follow-On Funding: Additional funding committed or received from other sources (e.g., private investors, industry, government agencies, nonprofits) after the effective date of the ARPA-E Award.

- Section VII. **Project Schedule Status:** You are required to report on the status of the technical milestones and deliverables identified in your award. List milestones and deliverables, anticipated start and completion dates, and actual start and completion dates. You must estimate the percentage complete for each milestone/deliverable.
- Section VIII. **Budget Status for the national laboratory:** Show approved budget (ARPA-E share vs. your cost share), actual costs incurred during the quarter (ARPA-E share vs. your cost share), cumulative cost to date (ARPA-E share vs. your cost share), and remaining balance.
- Section IX. **Budget Status for Each Team Member:** For each team members, show approved budget (ARPA-E share vs. cost share), actual costs incurred during the quarter (ARPA-E share vs. cost share), cumulative cost to date (ARPA-E share vs. cost share), and remaining balance.
- Section X. **Certification of Compliance:** All entities receiving ARPA-E funding are required to certify the information provided in the quarterly progress report is accurate and complete as of the date shown. Entities receiving funding under DE-FOA-0000206 (Electrofuels), DE-FOA-0000207 (BEEST), DE-FOA-0000208 (IMPACCT), DE-FOA-0000288 (ADEPT), DE-FOA-0000289 (BEETIT), DE-FOA-0000290 (GRIDS), and future ARPA-E Funding Opportunity Announcements are required to complete and sign Certification of Compliance with “Equipment Purchases” and “Performance of Work in the United States” requirements set forth in Clause IX. of the Work Authorization. Certifications must conform to the sample certifications provided in the sample quarterly progress report attached as Appendix 1.

### **Special Status Report**

You are required to report the following developments to the ARPA-E Contracting Officer (ARPA-E-CO@hq.doe.gov) as they occur.

1. Potential or actual violations of federal, state, and municipal law arising out of or relating to work under the Award.
2. Potential or actual improper claims or payments arising out of or relating to work under the Award.
3. Potential or actual violations of the cost share requirements under the Award.
4. Potential or actual noncompliance with ARPA-E or DOE financial, technical, or programmatic reporting requirements under the Award.
5. Potential or actual noncompliance with American Recovery and Reinvestment Act (ARRA) reporting requirements under the Award.
6. Potential or actual violations of the lobbying restrictions in the Award.
7. (Reserved)

8. For persons receiving funding under DE-FOA-0000206 (Electrofuels), DE-FOA-0000207 (BEEST), DE-FOA-0000208 (IMPACCT), DE-FOA-0000288 (ADEPT), DE-FOA-0000289 (BEETIT), DE-FOA-0000290 (GRIDS), and future ARPA-E Funding Opportunity Announcements, potential or actual violations of the “Equipment Purchases” and “Performance of Work in the United States” requirements set forth in Clause IX. of the Work Authorization.
9. (Reserved)
10. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the Award.
11. (Reserved)
12. (Reserved)
13. (Reserved)
14. (Reserved)
15. (Reserved)
16. (Reserved)
17. (Reserved)

## **B. SCIENTIFIC/TECHNICAL REPORTS**

### **Final Scientific/Technical Report**

Content. The final scientific/technical report must include the following information:

1. Identify the ARPA-E award number; name of national laboratory; project title; name of project director/principal investigator; and consortium/teaming members.
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of (1) how the research adds to the understanding of the area investigated; (2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or (3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses,

and assumptions used during the life of the project to support the conclusions.

6. Identify products developed under the award and technology transfer activities, such as:
  - a. Journal Articles: Articles published in scientific and other journals. List author name, title, journal name, volume, issue, pages, and year of publication. You are required to send a copy of each journal article to the ARPA-E Program Director.
  - b. Papers: Conference papers. List author name, title, conference name, location, and date of conference. You are required to send a copy of each paper to the ARPA-E Program Director.
  - c. Status Reports: Other progress reports and updates submitted to ARPA-E. List name of report and date of submission to ARPA-E.
  - d. Media Reports: Any articles in newspapers, magazines, online media, etc. List author, title, publication and/or website, page number (if applicable), and date of publication.
  - e. Invention Disclosures: Subject inventions disclosed to ARPA-E and the U.S. Department of Energy under this Award. List title, date submitted, and name of inventor.
  - f. Patent Applications: Patent applications arising out of subject inventions disclosed to ARPA-E and the U.S. Department of Energy under this Award. List patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.
  - g. Licensed Technologies: Subject inventions licensed to third parties. List name of licensee, patent or patent application number, title, and expiration date of agreement.
  - h. Networks/Collaborations Fostered: Partnerships and other arrangements concluded with respect to the project or technology area. List name of network/collaboration (if any), name of entities involved, date of agreement (if any), brief description of network/collaboration, and technology area.
  - i. Websites Featuring Project Work or Results: Web site or other Internet sites that reflect the work or results of this project. List name of website, specific webpage(s) on which project work or results featured, and brief description of project work or results featured.
  - j. Other Products: Additional project output, such as data or databases, physical collections, audio or video, software or Netware, models, educational aid or curricula, instruments or equipment. List brief description of additional project output, date of release, and entity to which output was provided.
  - k. Awards, Prizes, and Recognition: Any awards, prizes, or other recognition for project work or results, subject inventions, patents or patent applications, etc. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/prize/recognition.
7. For projects involving computer modeling, provide the following information with the final report:
  - a. Model description, key assumptions, version, source and intended use;

- b. Performance criteria for the model related to the intended use;
- c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
- d. Theory behind the model, expressed in non-mathematical terms;
- e. Mathematics to be used, including formulas and calculation methods;
- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Hardware requirements; and
- h. Documentation (e.g., user guides, model code).

**Electronic Submission.** The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/mlink-2413>.

**Electronic Format.** Reports must be submitted in the Adobe Portable Document Format (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the ARPA-E Contracting Officer.

**Submittal Form.** The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

### **Conference Papers/Proceedings**

**Content:** The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

**Electronic Submission.** Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

**Electronic Format.** Conference papers/proceedings must be submitted in the Adobe Portable Document Format (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically,

they should be sent to the ARPA-E Contracting Officer.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/mlink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

### **Software/Manual**

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center  
P.O. Box 1020  
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 “Announcement of U.S. Department of Energy Computer Software.” The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

Protected Personally Identifiable Information (PII). Management Reports or Scientific/Technical Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual’s identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual’s first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal, medical and financial records, educational transcripts, etc.

## **C. CLOSEOUT REPORTS**

### **Final Invention and Patent Report**

The recipient must submit to the ARPA-E Contracting Officer (ARPA-E-CO@hq.doe.gov) a DOE Form 2050.11, “Patent Certification.” This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf>.

## **Property Certification**

The recipient must submit to the ARPA-E Contracting Officer (ARPA-E-CO@hq.doe.gov) the Property Certification, including the required inventories of non-exempt property, located at [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm)

## **D. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING**

Recipients must begin reporting in the reporting period for the quarter in which the award was made. You are required to complete your ARRA reporting to [www.federalreporting.gov](http://www.federalreporting.gov) by 11:59 PM Eastern Time on the required date. Thus far, this date has been either the 10<sup>th</sup> or 14<sup>th</sup>, as determined and announced by OMB (currently the 14<sup>th</sup>), in the months of January, April, July, and October. ARPA-E requests for you to complete your ARRA reporting requirement 3 days prior to the OMB-required date to allow for reporting verification and to remedy any issues relating to the reports.

Instructions for reporting are attached as Appendix 2. Additional information and instructions can be found on the following websites:

[http://www.energy.gov/recovery/ARRA\\_Reporting\\_Requirements.htm](http://www.energy.gov/recovery/ARRA_Reporting_Requirements.htm)  
<https://www.federalreporting.gov/federalreporting/downloads.do>



## **APPENDIX 1**

# **SAMPLE QUARTERLY PROGRESS REPORT**

**[National Laboratory]  
QUARTERLY PROGRESS REPORT  
Q1 2010**



**Innovative Materials and Processes for Advanced Carbon Capture Technology  
(IMPACCT)  
DE-FOA-0000208**

<b>Work Authorization:</b>	[work authorization number]
<b>Team Member Award:</b>	DE-AR0000104
<b>Lead Recipient:</b>	[National Laboratory]
<b>Project Title:</b>	ARPA-E Solvent Development for Carbon Capture
<b>Principal Investigator:</b>	John Q. Smith
<b>Date of Report:</b>	April 1, 2010
<b>Reporting Period:</b>	January 1, 2010 – March 31, 2010

## **I. Accomplishments and Milestone Update**

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<b>Milestones and Metrics</b>	<b>Actual Performance</b>
<b>Q1 Milestones:</b> Hamilton Process Solvent Generation  Solvent A Development	Baseline tests completed. Solvent production mapping complete. Production successful. 10 Solvent samples complete

### **Task 1:**

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#### *Subtask 1.1*

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*(Add charts, diagrams, and figures as necessary)*

#### *Subtask 1.2*

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*(Add charts, diagrams, and figures as necessary)*

## **II. Issues, Risks, and Mitigation**

Issue #1: Availability of measuring tool is in question and may delay completion of Task 1.4.

- ✓ We have proceeded to operate on schedule to this point and have identified a second vendor if not available by 4/15/10.

Issue #2: Recruiting for qualified chemical engineer for Task 3 has not yielded qualified candidates.

✓ Hired a head hunting firm and recruiting at college campuses.

### **III. Changes in Approach**

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### **IV. Key Personnel**

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No Changes or issues related to key personnel occurred during the quarter.

### **V. Project Output**

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#### **A. Journal Articles:**

Smith, John A. "NexGen Solvents in Carbon Capture." Journal of International Science and Technology. 82.4 (2009): 55-64

Copy Sent to Program Director? \_\_\_\_\_

#### **B. Papers:**

Smith, John A. "Advanced Carbon Capture Solvent Technology." American Society of Solvent Scientists, Annual Meeting. San Diego, CA. January 18, 2010

Copy Sent to Program Director? \_\_\_\_\_

#### **C. Status Reports:**

Monthly update to ARPA-E. January 31, 2010

Monthly update to ARPA-E. February 28, 2010

#### **D. Media Reports:**

Hanson, James. "Recovery Act Funding Promotes Local Economy, Green Technologies." *The Times Herald* 21 February 2010: B3+

Reno, Theresa. "DOE Bets on Local Company's New Approach on Carbon Capture." *Philadelphia Inquirer* 19 January 2010: C5

#### **E. Invention Disclosures:**

Title: Adaptive Solvent Processing  
Date Submitted: February 10, 2010  
Agency Submitted to: U.S. Department of Energy, ARPA-E  
PI Name: John Smith

## **F. Patent Applications:**

United States Patent: 7,354,489  
Inventors: Smith, et. Al.  
Assignee: Firm A  
Application Number: 67/351,752  
Filed: April 17, 2007  
Title: Advanced Solvent Processing

United States Patent Application  
Inventors: Smith et. Al.  
Assignee: Firm A  
Application Number: ABC/DE2010/00009  
Filing Date: January 15, 2010  
Title: NexGen Solvent for Carbon Capture  
Current US Class: 123/456.7, 987/654.3  
Current International Class: H54S 76/3489

## **G. Licensed Technologies:**

Licensee: Firm B  
Patent 67/351,752  
Title: Advanced Solvent Processing  
Expiration: 12/31/20

## **H. Networks/Collaborations Fostered**

Name of Network/Collaboration: Energy Innovation Network  
Entities Involved: ABC University, XYZ Corp., 123 Nonprofit  
Date of Agreement: April 1, 2010  
Brief Description of Network/Collaboration: Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.  
Technology Area: Air compression for energy storage

## **I. Websites Featuring Project Work or Results**

Name of Website: CNN.com  
Specific Webpage: <http://www.cnn.com/coolnewenergyproject.html>  
Brief Description: Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.

## **J. Other Products (e.g., Databases, Physical Collections, Audio/Video, Software, Models, Educational Aids or Curricula, Equipment or Instruments)**

Brief Description: Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.

Date of Release: April 16, 2010

Provided to: Greendale High School, Greendale, New York

## **K. Awards, Prizes, and Recognition**

Name of Award: Innovation Prize

Sponsoring Organization: Innovation Association

Date of Recipient: May 2, 2010

Subject: Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.

## **VI. Follow-On Funding**

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Additional funding committed or received from other sources (e.g., private investors, government agencies, nonprofits) after effective date of ARPA-E Award.

<b>Source</b>	<b>Funds Committed or Received</b>
<b>ABC Incorporated</b>	<b>\$1,000,000.00</b>

## VII. Project Schedule Status

Task Title	Schedule				
	Start Date	Finish Date	Actual Start	Actual Finish	Estimated % Complete
<b>Solvent Synthesis &amp; Characterization</b>	1/1/2010	5/30/2010	1/1/2010		
<b>Hamilton Process Solvent Generation</b>	1/1/2010	2/28/2010	1/1/2010	2/16/2010	100%
<b>Create Test Solvent A</b>	1/1/2010	2/28/2010	1/1/2010	2/28/2010	25%
<b>Create Test Solvent B</b>	3/1/2010	4/30/2010			
<b>Conduct solvent screening experiments</b>	5/1/2010	5/30/2010			
<b>Process Variability Study</b>	6/1/2010	12/31/2010			
<b>Define operational envelope</b>	6/1/2010	12/31/2010			
<b>Determine effect of temp</b>	6/1/2010	8/31/2010			
<b>Determine effect of pressure</b>	9/1/2010	10/31/2010			
<b>Determine optimal concentration</b>	11/1/2010	11/30/2010			
<b>Determine optimal electrical field characteristics</b>	11/1/2010	11/30/2010			
<b>Identify optimal operating conditions</b>	12/1/2010	12/31/2010			
<b>Solvent Scale-up Study</b>	1/1/2011	12/31/2011			
<b>Solvent synthesis procedure determined</b>	1/1/2011	5/31/2011			
<b>Solvent synthesized at lab scale</b>	6/1/2011	8/31/2011			
<b>Bench-scale validation of solvent</b>	9/1/2011	12/31/2011			

### VIII. Budget Status National Laboratory

Category	Total Project Cost		Quarterly Expenditures		Cumulative Expenditures To-Date		Remaining Balance
	ARPA-E	Cost Share	ARPA-E	Cost Share	ARPA-E	Cost Share	
a. Personnel	\$342,518	\$171,259	\$90,200	\$45,100	\$75,000		\$267,518
b. Fringe Benefits	\$137,007	\$68,504	\$50,000	\$25,000	\$200,000	\$100,000	-\$62,993
c. Travel	\$25,000	\$12,500	\$5,000	\$2,500	\$100,000	\$40,000	-\$75,000
d. Equipment	\$312,338	\$156,169	\$100,000	\$50,000	\$150,000		\$162,338
e. Supplies	\$216,346	\$108,173	\$100,000	\$50,000	\$150,000		\$66,346
f. Contractual		\$0	\$0	\$0	\$0		\$0
Sub-recipient	\$0	\$0		\$0			\$0
FFRDC	\$0	\$0		\$0			\$0
Vendor	\$3,600	\$1,800		\$0			\$3,600
Total Contractual	\$3,600	\$1,800	\$0	\$0			\$3,600
g. Construction	\$0	\$0		\$0			\$0
h. Other Direct Costs	\$0	\$0		\$0			\$0
i. Indirect Charges	\$308,191	\$154,096	\$36,000	\$18,000	\$0		\$308,191



**IX. Budget Status Team Member A**

Category	Total Project Cost		Quarterly Expenditures		Cumulative Expenditures To-Date		Remaining Balance
	ARPA-E	Cost Share	ARPA-E	Cost Share	ARPA-E	Cost Share	
a. Personnel	\$342,518	\$171,259	\$90,200	\$45,100	\$75,000		\$267,518
b. Fringe Benefits	\$137,007	\$68,504	\$50,000	\$25,000	\$200,000	\$100,000	-\$62,993
c. Travel	\$25,000	\$12,500	\$5,000	\$2,500	\$100,000	\$40,000	-\$75,000
d. Equipment	\$312,338	\$156,169	\$100,000	\$50,000	\$150,000		\$162,338
e. Supplies	\$216,346	\$108,173	\$100,000	\$50,000	\$150,000		\$66,346
f. Contractual		\$0	\$0	\$0	\$0		\$0
Sub-recipient	\$0	\$0		\$0			\$0
FFRDC	\$0	\$0		\$0			\$0
Vendor	\$3,600	\$1,800		\$0			\$3,600
<b>Total Contractual</b>	<b>\$3,600</b>	<b>\$1,800</b>	<b>\$0</b>	<b>\$0</b>			<b>\$3,600</b>
g. Construction	\$0	\$0		\$0			\$0
h. Other Direct Costs	\$0	\$0		\$0			\$0
i. Indirect Charges	\$308,191	\$154,096	\$36,000	\$18,000	\$0		\$308,191

## **X. Certification of Compliance**

*Persons receiving funding under DE-FOA-0000206 (Electrofuels), DE-FOA-0000207 (BEEST), DE-FOA-0000208 (IMPACCT), DE-FOA-0000288 (ADEPT), DE-FOA-0000289 (BEETIT), and DE-FOA-0000290 (GRIDS) are required to complete and sign the following certification.*

I have the authority to make the following certification on behalf of ORNL. On behalf of ORNL, I certify that this project – i.e., the entirety of the work performed under this Work Authorization, including all work performed by Georgia Tech and Sci-Tec in the ARPA-E financial assistance agreement DE-AR0000104 -- is in compliance with the “Equipment Purchases” and “Performance of Work in the United States” requirements set forth in the agreements. On behalf of ORNL, I further certify that the information provided in this Quarterly Progress Report is accurate and complete as of the date shown below. I understand that false statements or misrepresentations may result in civil and/or criminal penalties under 18 U.S.C. § 1001.

SIGNATURE:

DATE:

TYPED NAME:

TITLE:

ORGANIZATION:

## **APPENDIX 2**

# **ARRA REPORTING INSTRUCTIONS**

## **I. Overview**

Per Section 1512 of the Recovery Act, the White House Office of Management and Budget (OMB) requires recipients of Recovery Act contracts, grants, loans and other forms of assistance to report quarterly on select financial and jobs information in an OMB-managed database (FederalReporting.gov).

Recipient reports required by Section 1512 of the Recovery Act will answer important questions, such as:

- Who is receiving Recovery Act dollars and in what amounts?
- What projects or activities are being funded with Recovery Act dollars?
- What is the completion status of such projects or activities and what impact have they had on job creation and retention?"

Registration in FederalReporting.gov is required of all recipients who receive Recovery Act awards, and sub-recipients who have been delegated to report on Recovery Act projects by a prime recipient. Before recipients can enter data on FederalReporting.gov, they must complete a one-time registration. Registration can be completed at any time and requires a DUNS number and Central Contract Registration (CCR)

Data must be submitted 1-10 days after the end of every fiscal quarter. Days 11-21 are available for recipients to review and edit the data loaded by the 10<sup>th</sup>. On Days 22-29, DOE reviews all information that recipients report through FederalReporting.gov to identify material omissions or significant reporting errors and will work recipients to correct the data before the reporting period closes. On the 30<sup>th</sup>, the data is available to the general public on Recovery.gov.

Data can be submitted by:

- Uploading an excel document available for download on FederalReporting.gov,
- Entering data directly into FederalReporting.gov, or
- Submitting an XML document.

The first collection of data was collected through FederalReporting.gov in October 2009. Prime Contractors, Prime Recipients, and selected Sub-Recipients must complete reporting no later than 10 days following the end of the quarter in which the award is made. For example, if the award was made on December 29, 2009, a recipient needed to register and report in the January reporting period, even if no financial transactions have yet taken place. Data from each reporting period is made available to the public at Recovery.gov:

<http://www.recovery.gov/Transparency/RecipientReportedData/Pages/RRData.aspx>

## **II. General FederalReporting.gov Guidance**

Recipients of Federal Assistance Awards: Guidance for FederalReporting.gov requirements is located here:

[http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf)

[http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf)

[http://www.energy.gov/recovery/documents/1512\\_Grant\\_Loan\\_Recipients\\_Instructions.pdf](http://www.energy.gov/recovery/documents/1512_Grant_Loan_Recipients_Instructions.pdf)

Recipients of Federal Contracts: Guidance for FederalReporting.gov reporting requirements is located here:

[https://www.acquisition.gov/far/current/html/52\\_200\\_206.html#wp114499](https://www.acquisition.gov/far/current/html/52_200_206.html#wp114499)

[http://www.energy.gov/recovery/documents/1512\\_Contractor\\_Instructions.pdf](http://www.energy.gov/recovery/documents/1512_Contractor_Instructions.pdf)

DOE Recovery Act Clearinghouse Call Center: DOE has set up a Recovery Act Clearinghouse (<https://recoveryclearinghouse.energy.gov> or 1-888-363-7289) to answer questions about OMB reporting requirements. The purpose of the DOE Recovery Act Clearinghouse is to help increase the availability of information about DOE's American Recovery and Reinvestment Act of 2009 (ARRA) activities. The Clearinghouse will provide initial consultations, and also make referrals when appropriate to other information sources (websites, documents, DOE staff, etc). The Recovery Act Clearinghouse is open Monday through Friday, 9 a.m. to 7 p.m. Eastern Standard Time. Services are offered at no charge to the public.

DOE Reporting Webinars: DOE has webinars available on reporting requirements for FederalReporting.gov before each reporting period. The webinar schedules for reporting period will be available at: [http://www.energy.gov/recovery/ARRA\\_Reporting\\_Requirements.htm](http://www.energy.gov/recovery/ARRA_Reporting_Requirements.htm)

### **III. Federalreporting.gov Jobs Reporting Guidance**

#### **A. Overview**

A major component of the Recovery Act is creating and saving jobs. Therefore, emphasis has been placed on collecting accurate and actual data on direct job figures from all recipients. The following section summarizes the major jobs calculations issues.

Financial assistance and contractor recipients are subject to different reporting guidance. Financial assistance awardees -- grants, cooperative agreements and loans that are 100 percent financed by the Federal Finance Bank-- must follow OMB guidance, while contractors follow the Federal Acquisition Regulations (FAR).

Therefore financial assistance recipients and contractors submit different job figures

- Financial Assistance Recipients (Lead Recipients and Sub-Recipients): Recipients should report *actual* jobs created and retained as a single combined number; algorithm or multiplier techniques should not be used. Recipients must submit information at both the prime and sub-recipient level; prime recipients are responsible for collecting and reporting job figures at the prime and sub levels but may delegate other reporting tasks to sub-recipients at their discretion. Recipients with cost share or cooperative agreements should report job figures based *only* on the Federal portion of the investment
- Contractors (Prime Contractors): Contractors should report *actual* jobs created and retained as a single combined number. Contractors must only submit prime contractor job figures.

All jobs data required by OMB should be submitted as part of FederalReporting.gov requirements online at <https://www.federalreporting.gov/federalreporting/home.do>.

Job figures should be based on direct jobs created and funded by the Recovery Act. The first collection of direct job figures was collected through FederalReporting.gov in October 2009, with data made available to the public at Recovery.gov: <http://www.recovery.gov/Transparency/RecipientReportedData/Pages/RRData.aspx>

**B. Federalreporting.gov Jobs Calculations**

The jobs reporting to FederalReporting.gov should be expressed as “full-time equivalents” (FTEs), which is calculated as total hours worked in the reporting quarter divided by the number of hours in a full-time schedule in that quarter, as defined by the recipient.

$$\text{FTE} = \frac{\text{Total hours worked in jobs created or retained within reporting quarter}}{\text{Quarterly Hours in a Full-time Schedule}}$$

A brief description of the types of jobs created or retained should be provided by the recipient with the job data entered into federalreporting.gov.

Example:

Assume Recipient is preparing its report and defines a full time schedule as 2080 hours per year or 520 hours worked per quarter.

Figure 1. Example of Job Calculations for FederalReporting.gov

	Hours for the Quarter
Employee 1	520
Employee 2	520
Employee 3	260
Total:	1,300
Full Time schedule per Employee	520
<u>Calculation:</u>	
1300/ 520 = 2.5 FTEs	

If needed, recipients should adjust job numbers to reflect partial Recovery Act funding. To do this, recipients need to determine the percentage of hours worked and paid for by DOE Recovery Act funds as a percentage of all funding. For example, if the recipient received \$60 million in DOE recovery funds and another \$40 million for outside investors, the reporting recipient would multiply the total project FTEs by 60% (e.g. 60% x 2.5 = 1.5 FTEs).

**FederalReporting.gov Timeline**

Thus far, ARRA recipients have submitted two quarterly reports (in Oct 2009 and January 2010)

on financial and job data to FederalReporting.gov thus far. Recipients must begin reporting in the reporting period for the quarter in which the award was made. The following example outlines July as a typical reporting period timeline:

Phase 1: July 1 – July 14, 2010 (14 days)

- Recipients prepare reporting data
- ARPA-E requests recipients to submit report(s) by July 11 (11:59 PM Pacific Time)
- Recipients submit report(s) by July 14 (11:59 PM Pacific Time)

Phase 2: July 15 – July 21, 2010 (7 days)

- Prime Recipients review data submitted by their Sub Recipients
- Recipients can update reports until July 21 (11:59 PM Pacific Time)
- Prime and Sub Recipients work together through any potential report corrections
- Awarding Agencies have access to view reports submitted by Recipients

Phase 3: July 22 – July 30, 2010 (10 days)

- Awarding Agencies review Recipient reports submitted (or updated in Phase 2) and provide comments as necessary on select reports
- Prime Recipients and Sub Recipients work together on corrections identified/comments made by the Awarding Agencies  
Agency Reviewers can comment on reports and Recipients can respond/update reports until July 30 (11:59 PM Pacific Time)

Phase 4: July 31

Recipient reports publicly posted on Recovery.gov

Similar timelines will be held in subsequent quarters. Federalreporting.gov submission will be required on a quarterly basis until the project is complete and all funds expensed.

## ENCLOSURE 2

### FINANCIAL PLAN REPORT



Financial Plan Number: 1

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

### Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100336)

Report Generated on: September 9, 2010 at 04:05:55 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06099	AQ	3166012	CJ0100000	25400	0000000	2010000	0000000		20,000.00	0.00	626,788.00	626,788.00	646,788.00
<i>AY 2009 - Work authorization number 09/CJ000/08/01 Rev 00; Appropriation Symbol: 8909/100336</i>														
Total for Program Parent/Control Point: CJ0100000										20,000.00	0.00	626,788.00	626,788.00	646,788.00
Total for Fund Type: AQ										20,000.00	0.00	626,788.00	626,788.00	646,788.00
Total for Recipient Code: OR										20,000.00	0.00	626,788.00	626,788.00	646,788.00
Total for Reporting Entity: 470002														
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100336)										20,000.00	0.00	626,788.00	626,788.00	646,788.00

Financial Plan Number: 1

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100336)

Report Generated on: September 9, 2010 at 04:05:55 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	626,788.00
Grand Total:	626,788.00
Total Non-Appropriated Funds:	0.00

---

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 447  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 10SC009014  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC05-00OR22725

10B. DATED (SEE ITEM 13)

CODE 099114287 FACILITY CODE

10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,831.97  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0222::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Mark A. Million  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
16C. DATE SIGNED  
09/20/2010  
(Signature of person authorized to sign)  
(Signature of Contracting Officer)

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$3,831.97 to the contract for the Work for Others (WFO) activity with the National Institute of Health entitled “DNA Transport and Sequencing Through a Quadrupole Gate – Administrative Supplement”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funding in the amount of \$3,831.97 is hereby obligated to the contract. The total amount of funds obligated under this contract since its inception is increased from \$11,499,412,214.76 to \$11,499,416,046.73.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted under this modification are identified in the following referenced WFO Project Number:

<b>WFO Project Number</b>	<b>WFO Project Title</b>
NFE-10-02714 (Version 0007)	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work impacted by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved WFO work package for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Fiscal Year: 2010  
 Fiscal Month: 12  
 Financial Plan Number: 11  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001  
 Report Generated on: September 2, 2010 at 11:37:41 AM

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	121,141.27	0.00	121,141.27	121,141.27
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	75,290.67	3,831.97	79,122.64	79,122.64
AY 2010 - NIH - Grant # 3R21HG004764; TAS 7590906														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	196,431.94	3,831.97	200,263.91	200,263.91
<b>Total for Fund Type: 2D</b>										0.00	196,431.94	3,831.97	200,263.91	200,263.91
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	-848.99	0.00	-848.99	12,383.19
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	-2,118.70	0.00	-2,118.70	80,029.87
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	97,032.31	0.00	97,032.31	73,406,403.73
<b>Total for Fund Type: 3D</b>										73,309,371.42	97,032.31	0.00	97,032.31	73,406,403.73
<b>Total for Recipient Code: DR</b>										73,309,371.42	293,464.25	3,831.97	297,296.22	73,606,667.64
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	293,464.25	3,831.97	297,296.22	73,606,667.64

Financial Plan Number: 11  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: September 2, 2010 at 11:37:41 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	3,831.97
Grand Total:	3,831.97
Total Non-Appropriated Funds:	3,831.97

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**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$172,174.00 to the contract for the Work for Others (WFO) project with the Department of Education entitled “Risk of Erroneous Payments Metric Analysis for Title I and ARRA Programs”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funding in the amount of \$172,174.00 is hereby obligated to the contract. The total amount of funds obligated under this contract since its inception is increased from \$11,499,416,046.73 to \$11,499,588,220.73.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced WFO Project Number and the supporting documents provided in Attachment 1 to this modification:

<b>WFO Project Number</b>	<b>WFO Project Title</b>
1456-V282-10 (Version 0002)	Risk of Erroneous Payments Metric Analysis for Title I and ARRA Programs

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved WFO work package for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

AGREEMENT BETWEEN FEDERAL AGENCIES,  
FOR ED ORDER OF GOODS AND SERVICES  
AND SUPPORTING DOCUMENTS



**U.S. DEPARTMENT OF EDUCATION  
OUTGOING**

**AGREEMENT BETWEEN FEDERAL AGENCIES  
FOR ED ORDER OF GOODS AND SERVICES**

**NOTE TO EDUCATION POINT OF CONTACT:** Provide a brief explanation of the goods or services ordered, basis for determining costs, and estimated total costs for multi-year projects using the BS-008 EDBUYER Payment Attachment, SOW or MOU (GSA Optional Form 347 (Order for Supplies or Services) and BS-008 EDBUYER PAYMENT ADDENDUM must be attached to this Agreement. Applicable provisions of the FAR, Parts 2.1, 2.5, and 17.5, and all applicable conflict of interest laws and regulations are incorporated by reference with the same force and effect as if given in full text.

EDUCATION OFFICE REQUESTING SERVICE: (BUYER)		OTHER FEDERAL AGENCY PERFORMING SERVICE: (SELLER)	
<b>PRINCIPAL OFFICE</b>		<b>AGENCY AND OFFICE</b>	
NAME: <u>Office of the Chief Financial Officer</u>		NAME: <u>U.S. Department of Energy</u>	
ADDRESS: <u>U.S. Department of Education</u> <u>400 Maryland Avenue, SW - Room 4E213</u> <u>Washington, DC 20202-4110</u>		ADDRESS: <u>Oak Ridge Operations Office, MS M-8.1</u> <u>Post Office Box 2001</u> <u>Oak Ridge, Tennessee 37831-6036</u>	
<b>POINT OF CONTACT/ORDER</b>		<b>AGREEMENT CONTACT</b>	
CONTACT NAME: <u>Jerry Mull</u>		NAME: <u>Teresa Hope</u>	
TELEPHONE NUMBER: <u>202-377-3848</u> FAX #: <u>(202) 275-3482</u>		TELEPHONE NUMBER: <u>(865) 578-0648</u> FAX #: <u>(865) 578-2664</u>	
EMAIL ADDRESS: <u>Jerry.Mull@ed.gov</u>		EMAIL ADDRESS: <u>hope@oreo.doe.gov</u>	
EPM (DUNS) NUMBER: <u>1 2 3 1 9 3 0 1 0 - 2 4 1 7</u>		EPM (DUNS) NUMBER: <u>0 1 2 0 7 5 7 9 5 - 1 0 0 0</u>	
ORDER NUMBER: <u>EC-CFC-10-0017-0000</u>		INTERAGENCY REFERENCE NUMBER: <u>1455-V2R2-10</u>	
PIC NAME & DETAILS: <u>Michael Holloway</u>			
PIC EMAIL ADDRESS: <u>Michael.Holloway@ed.gov</u>			
TOTAL ORDER AMOUNT: <u>\$ 240,000.00</u> FISCAL YEAR: <u>2010</u>			
ED AUTHORITY: <u>20 USC 3475</u>		SELLER AUTHORITY: <u>31 USC 1535</u>	
<b>PERFORMANCE PERIOD</b>			
FROM: <u>June 2010</u> THROUGH: <u>May 2011 September 30, 2011</u>			
<b>ACCOUNTING DATA AND CLEARANCES</b>			
<b>FINANCIAL (BUYING AGENCY - S OUT)</b>		<b>FINANCIAL (SELLING AGENCY - S IN)</b>	
ALC: <u>91-00-0000</u>		ALC: <u>89-00-00001</u>	
APPROPRIATE ACCT SYMBOL/FILE: <u>0800A2010 (91 0 080)</u>	APPROPRIATE ACCT SYMBOL/FILE: <u>1909M2010(91 9/10 1909)</u>	APPROPRIATE ACCT SYMBOL/FILE: <u>80X02222</u>	APPROPRIATE ACCT SYMBOL/FILE:
AMOUNT: <u>\$ 57,826</u>	AMOUNT: <u>\$ 172,174</u>	AMOUNT: <u>\$ 240,000</u>	AMOUNT: <u>\$</u>
APPROP EXP DATE: <u>9/30/2010</u>	APPROP EXP DATE: <u>09/30/2010</u>		
APPROP CANCEL DATE: <u>9/30/2010</u>	APPROP CANCEL DATE: <u>09/30/2010</u>		
BUSINESS EVENT TYPE CODE (BETC): <u>DISB</u>	BUSINESS EVENT TYPE CODE (BETC): <u>COLL</u>		
YES include payment transaction: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	YES include payment transaction: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
APPROVAL FOR BUYING AGENCY		APPROVAL FOR SELLING AGENCY	
APPROVED OFFICIAL'S PRINTED NAME: <u>High Hurwitz</u>	APPROVED OFFICIAL'S PRINTED NAME: <u>Teresa R. Hope</u>		
TITLE: <u>Deputy Chief Financial Officer</u>	TITLE: <u>Contracting Officer</u>		
SIGNATURE & DATE: <u>[Signature] 4/28/10</u>	SIGNATURE & DATE: <u>[Signature] 4/28/10</u>		

BS-008 EDBUYER (01-2009)

(Page 1 of 2)

NOTE: \$172,174 of the total funding of this agreement are provided by the American Recovery and Reinvestment Act of 2009.

**RECEIVED**  
5/28/10



**U.S. DEPARTMENT OF EDUCATION  
OUTSING  
EDBUYER PAYMENT ADDENDUM  
AGREEMENT BETWEEN FEDERAL AGENCIES  
FOR ED ORDER OF GOODS AND SERVICES**

**ED PRINCIPAL OFFICE (BUYER):**  
Complete Sections I, II, III and IV

**I. Payment Information:**

ORDER NUMBER: **ED-03FC-10-J-00017-0000**

MODE: REIMBURSEMENT  ADVANCE OF FUNDS

TRNG: LUMP SUM  MONTHLY  QUARTERLY  OTHER (explain): \_\_\_\_\_

METHOD: PAC  or OTHER  (explain): \_\_\_\_\_

**II. Additional Financing Information:**

*(Use this space for additional Buying Agency appropriations, continued from BS-008 EDBUYER form (page 1 of 2))*

Appropriation/TAS: Amount: _____ Appropriation Expiration Date: _____ Appropriation Cancellation Date: _____	Appropriation/TAS: Amount: _____ Appropriation Expiration Date: _____ Appropriation Cancellation Date: _____
---	---

**III. Brief Description of Goods or Services Ordered:**

*(A brief description of the order must be provided in this section.)*

Risk of Erroneous Payments Metric Analysis for Title I and ARRA Programs.  
(This agreement is entered into pursuant to the authority of the Federal Property and Administrative Services Act of 1949 (20 USC 3475) and adheres to Federal Acquisition Regulation 5.002. To the best of our knowledge, the work requested will not place the Department of Energy and its contractor in direct competition with the domestic private sector.)

**IV. Additional Terms and Conditions:**

**MODIFICATION, TERMINATION, OR CANCELLATION**

Each party may, at its option, modify, terminate, or cancel this agreement with 30 days notice to the other party. (Enter the number of days notice as negotiated by the Parties.)  
In the event an order is cancelled by the buyer, the seller is authorized to collect costs incurred prior to cancellation of the order plus any termination costs.

**DISPUTE RESOLUTION**

In the event of a dispute concerning either the accounting treatment or the contractual aspects of this agreement, the parties agree to resolve the dispute using the dispute resolution procedures set forth in Office of Management and Budget (OMB) Memorandum M-07-03, Business Rules for Intra-governmental Transactions, dated November 13, 2006, and Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Section VII. The link to the Business Rules is provided below.  
<http://www.fms.treas.gov/fms107-03.pdf>

**OTHER FEDERAL AGENCY (SELLER):** Complete either Section V.A. or V.B.

**V. ED Chief Financial Officer Required Information:**

*(To be completed by the Selling Agency Finance Office.)*

Customers pertaining to this section should be directed to the ED Finance Points of Contact: Leea Soehl (202) 246-3423 or Carolyn Ashby (202) 401-3487;  
Email: Leea.Soehl@ed.gov or Carolyn.Ashby@ed.gov; Fax: (202) 205-0758

**SELLING AGENCY NAME:** \_\_\_\_\_

**A. COMPLETE THIS SECTION FOR REIMBURSEMENT PAYMENTS:**

**1. When will REVENUE be recognized?**

a) Upon signing of agreement:  b) Upon receipt of PAC cash:  c) As expenses occur:

d) Periodically for the lesser of the specified billing amount or expenses incurred. Periodic: Monthly  Quarterly  Yearly  Upon Completion

e) Periodically for the specified billing amount regardless of the expenses incurred. Periodic: Monthly  Quarterly  Yearly  Upon Completion

f) Other (please specify): Bill monthly as costs are incurred

**2. When will RECEIVABLES be recognized?**

a) As expenses occur:  b) Periodically for the lesser of the specified billing amount or expenses incurred. Periodic: Monthly  Quarterly  Yearly  Upon Completion

c) Periodically for the specified billing amount regardless of the expenses incurred. Periodic: Monthly  Quarterly  Yearly  Upon Completion

d) Other (please specify): \_\_\_\_\_

**B. COMPLETE THIS SECTION FOR ADVANCE PAYMENTS:**

**1. When will an ADVANCE FROM OTHERS be recognized?**

a) Upon signing of agreement:  b) Upon receipt of PAC cash:  c) At the end of the fiscal year:  d) We are not going to recognize an entry to "Advances from Others" 541, 221d:

e) Other (please specify): \_\_\_\_\_

**2. When will the ADVANCE FROM OTHERS be liquidated?**

a) At fiscal year end:  b) As expenses occur:  c) Periodically. Periodic: Monthly  Quarterly  Yearly  Upon Completion

d) Other (please specify): \_\_\_\_\_

**3. If an advance is recognized, the ED Finance POC will be notified quarterly via fax or email of the advance liquidation and balance for elimination and expense recognition purposes.**

a) Agree:  b) Disagree and have discussed with ED Finance POC:  Comment: \_\_\_\_\_

**4. When will REVENUE be recognized?**

a) Upon signing of agreement:  b) Upon receipt of PAC cash:  c) As expenses occur:  d) Periodically. Periodic: Monthly  Quarterly  Yearly  Upon Completion

e) Other (please specify): \_\_\_\_\_

Accounting/Finance Point of Contact:

Name: Teresa Hape Email: hape@ed.gov Telephone Number: (202) 246-3426

**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF 3 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER MAY 25, 2010		2. CONTRACT NO. (If any) ED-CFO-10-J-0017		6. SHIP TO: ELFRGH	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. EDOCFO-10-900013		a. NAME OF CONSIGNEE Ult Dest:ELFRGH	
5. ISSUING OFFICE (Address correspondence to) OCFOXO Michael Holloway, U.S. Department of Education, Rm 4E213, 400 Maryland Avenue SW FB5 Washington, DC, 20202-4110, USA		b. STREET ADDRESS US Dept of ED-830 First Street NE Room 21C6		c. CITY Washington	
7. TO: 00008154 TIN: 99999999999		d. STATE DC		e. ZIP CODE 20202-4450	
a. NAME OF CONTRACTOR/DUNS: 00008154 US DEPARTMENT OF ENERGY		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS OAK RIDGE OPERATIONS OFFICE PO BOX 2001		REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY OAK RIDGE		e. STATE TN		f. ZIP CODE 37831	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE EDCAPS / EIF		11. BUSINESS CLASSIFICATION (Check appropriate boxes)	
				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) MAY 09, 2011	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS 0% 0 Days Net 0	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO: EL1KF					
a. NAME Karl Fehman				\$240,000.00	
b. STREET ADDRESS (for P.O. Box) U.S. DoED/OCFO/OCIO, 400 Maryland Ave, SW Rm 4E213					
c. CITY Washington		d. STATE DC		e. ZIP CODE 20202-4110	
				\$240,000.00	

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (Typed)  
Michael A. Holloway (202) 401-2700

TITLE: CONTRACTING/ORDERING OFFICER

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	Accounting and Appropriation Data: 0800A2010.A.2010.ELF00000.500.2530A.000.000.0000.000000 Cost Applied: \$67,826.00				
	1909M2009.B.2010.ELF00000.6P8.2530A.000.000.0000.000000 Cost Applied: \$172,174.00				
	Risk of Erroneous Payments Metric Analysis for Title I and ARRA Programs.	1.00	SE	240,000.00	240,000.00

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: September 15, 2010 at 08:31:44 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	121,141.27	0.00	121,141.27	121,141.27
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	79,122.64	0.00	79,122.64	79,122.64
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	200,263.91	0.00	200,263.91	200,263.91
<b>Total for Fund Type: 2D</b>										0.00	200,263.91	0.00	200,263.91	200,263.91
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	-848.99	0.00	-848.99	12,383.19
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	-2,118.70	0.00	-2,118.70	80,029.87
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
470002	00515	3D	1720340	400411000	25400	0000000	0000000	0498664	47WV28202	0.00	0.00	172,174.00	172,174.00	172,174.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	97,032.31	172,174.00	269,206.31	73,578,577.73
<b>Total for Fund Type: 3D</b>										73,309,371.42	97,032.31	172,174.00	269,206.31	73,578,577.73
<b>Total for Recipient Code: OR</b>										73,309,371.42	297,296.22	172,174.00	469,470.22	73,778,841.64
<b>Total for Reporting Entity: 470002</b>										<b>73,309,371.42</b>	<b>297,296.22</b>	<b>172,174.00</b>	<b>469,470.22</b>	<b>73,778,841.64</b>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	297,296.22	172,174.00	469,470.22	73,778,841.64

AY 2010 - AY 2010; Agreement number ED-CFO-10-J-0017; TAS 919/01909



Financial Plan Number: 12

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: September 15, 2010 at 08:31:44

AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Education	172,174.00
Total Appropriated Funds (Program 40):	172,174.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	172,174.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 449	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009141	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/22/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$6,000 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (from operating to capital) under the project entitled “Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,499,588,220.73.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KP/OR41/9/ARRA-1 (See Modification 244)  (Number from Block 8 of the Work Authorization)	Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	842.00	0.00	842.00	180,842.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 2; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										180,000.00	250,842.00	0.00	250,842.00	430,842.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	2,504,000.00	0.00	2,504,000.00	2,504,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	2,355,000.00	0.00	2,355,000.00	2,355,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	145,000.00	0.00	145,000.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										5,785,000.00	5,004,000.00	0.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924193	KC0307010	25400	0000000	2005000	0000000		0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
<i>AY 2009 - Work authorization number: KC/OR41/9/ARRA-3 Rev 01; Appropriation symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0300000</b>										0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Report Generated on: September 14, 2010 at 03:40:59 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	107,898.00	0.00	107,898.00	3,857,898.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	2,574,126.69	0.00	2,574,126.69	28,724,126.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	427,000.00	0.00	427,000.00	2,536,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	-427,000.00	0.00	-427,000.00	630,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	150,000.00	-6,000.00	144,000.00	565,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010; Reallocation from Operating to Capital; Revised letter July 1, 2010; Email from Lisa Yost and Lisa Kingrea dated 9/9/10 moving \$6K from OPE to EQU.</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-150,000.00	6,000.00	-144,000.00	4,771,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010; Reallocation from Operating to Capital; Revised letter July 1, 2010; Email from Lisa Yost and Lisa Kingrea dated 9/9/10 moving \$6K from OPE to EQU.</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for Reporting Entity: 470002</b>										<del>114,187,192.20</del>	<del>11,428,775.35</del>	<del>0.00</del>	<del>11,428,775.35</del>	<del>125,615,967.55</del>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55

Financial Plan Number: 11

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 14, 2010 at 03:40:59

PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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2. AMENDMENT/MODIFICATION NO. 450	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009273	5. PROJECT NO. (If applicable) 1   2
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$9,374,373.87  
 See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0240::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 09/24/2010



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from the Dover Air Force Base sponsored projects listed in Section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$9,374,373.87 are hereby de-obligated from the Recovery Act activities identified in section C below. The total amount of funds obligated under this contract since its inception is decreased from \$11,499,588,220.73 to \$11,490,213,846.86.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the eWFO system under the Project Numbers listed in the table below.

<b>eWFO Project Number</b>	<b>Project Title</b>
2237-V055-09 (Version No. 0003) De-obligate: \$4,201,270.29	Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave. at Dover Air Force Base
2237-V056-09 (Version 0007) De-obligate: \$2,011,153.21	Installation of Natural Gas Lines for Decentralization from Central Heat Plant (East of Atlantic Ave) at Dover Air Force Base
2237-V057-09 (Version No. 0003) De-obligate: \$3,161,950.37	Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave. at Dover Air Force Base
(Numbers from Block 5 of the MIPR)	

- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Report Generated on: September 22, 2010 at 03:03:31 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	4,466,463.27	0.00	0.00	0.00	4,466,463.27
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	1,306,183.84	20,785.74	0.00	20,785.74	1,326,969.58
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	459,739.84	0.00	0.00	0.00	459,739.84
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	4,446,138.69	0.00	-4,201,270.29	-4,201,270.29	244,868.40
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave. at Dover AFB.</i>														
<i>Agreement # FJXT091076W2</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	4,439,247.09	0.00	0.00	0.00	4,439,247.09
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	2,281,783.84	-6.00	-2,011,153.21	-2,011,159.21	270,624.63
<i>AY 2009 - AY 2009 - AFRA - FJXT0710232, Installation of Natural Gas Lines for Decentralization from Central Heat Plant - TAS 5793404</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	3,440,091.34	0.00	-3,161,950.37	-3,161,950.37	278,140.97
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave. at Dover AFB;</i>														
<i>Agreement # FJXT091076E2</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	3,645,298.77	0.00	0.00	0.00	3,645,298.77
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0495583	45WV13201	81,767.13	-168.91	0.00	-168.91	81,598.22
470002	00916	3X	1720327	400403909	25400	0000000	0000000	0495674	45WV10201	635,067.00	0.00	0.00	0.00	635,067.00
<b>Total for Program Parent/Control Point: 40000000</b>										25,201,780.81	20,610.83	-9,374,373.87	-9,353,763.04	15,848,017.77
<b>Total for Fund Type: 3X</b>										25,201,780.81	20,610.83	-9,374,373.87	-9,353,763.04	15,848,017.77
<b>Total for Recipient Code: OR</b>										25,201,780.81	20,610.83	-9,374,373.87	-9,353,763.04	15,848,017.77
<b>Total for Reporting Entity: 470002</b>										<del>25,201,780.81</del>	<del>20,610.83</del>	<del>-9,374,373.87</del>	<del>-9,353,763.04</del>	<del>15,848,017.77</del>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										25,201,780.81	20,610.83	-9,374,373.87	-9,353,763.04	15,848,017.77

Financial Plan Number: 3  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: September 22, 2010 at 03:03:31 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	-9,374,373.87
Total Appropriated Funds (Program 40):	-9,374,373.87
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	-9,374,373.87
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 451	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009271	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 2. Net Decrease: -\$37,853.77

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0222::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/24/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$37,853.77 from the contract involving the Work for Others (WFO) activities entered into with the National Institute of Health identified in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$38,963.34 are hereby de-obligated from the project entitled “Accurate Mass Analysis of Singly-Charged Intact Proteins” and funds in the amount of \$1,109.57 are obligated in support of the project entitled “DNA Transport and Sequencing Through a Quadrupole Gate – Administrative Support”. The total amount of funds obligated under this contract since its inception is decreased from \$11,490,213,846.86 to \$11,490,175,993.09.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
NFE-10-02711 (Version No. 0008)	Accurate Mass Analysis of Singly-Charged Intact Proteins
NFE-10-02714 (Version No. 0008)	DNA Transport and Sequencing Through a Quadrupole Gate-Administrative Supplement

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 13  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
 Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: September 22, 2010 at 03:07:20 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496003	14B641201	0.00	121,141.27	-38,963.34	82,177.93	82,177.93
<i>AY 2010 - NIH - Grant # 1R01GM088501; TAS - 759/00852</i>														
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	0.00	79,122.64	1,109.57	80,232.21	80,232.21
<i>AY 2010 - NIH - Grant # 3R21HG004764; TAS 7590906</i>														
<b>Total for Program Parent/Control Point: 600000000</b>										0.00	200,263.91	-37,853.77	162,410.14	162,410.14
<b>Total for Fund Type: 2D</b>										0.00	200,263.91	-37,853.77	162,410.14	162,410.14
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	73,213,990.67	0.00	0.00	0.00	73,213,990.67
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495196	47WT33207	13,232.18	-848.99	0.00	-848.99	12,383.19
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495251	47WT33208	82,148.57	-2,118.70	0.00	-2,118.70	80,029.87
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	0.00	100,000.00	0.00	100,000.00	100,000.00
470002	00515	3D	1720340	400411000	25400	0000000	0000000	0498664	47WV28202	0.00	172,174.00	0.00	172,174.00	172,174.00
<b>Total for Program Parent/Control Point: 400000000</b>										73,309,371.42	269,206.31	0.00	269,206.31	73,578,577.73
<b>Total for Fund Type: 3D</b>										73,309,371.42	269,206.31	0.00	269,206.31	73,578,577.73
<b>Total for Recipient Code: OR</b>										73,309,371.42	469,470.22	-37,853.77	431,616.45	73,740,987.87
<b>Total for Reporting Entity: 470002</b>										<del>73,309,371.42</del>	<del>469,470.22</del>	<del>-37,853.77</del>	<del>431,616.45</del>	<del>73,740,987.87</del>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)</b>										73,309,371.42	469,470.22	-37,853.77	431,616.45	73,740,987.87



Financial Plan Number: 13  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: September 22, 2010 at 03:07:20  
PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-37,853.77
Grand Total:	-37,853.77
Total Non-Appropriated Funds:	-37,853.77

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2. AMENDMENT/MODIFICATION NO. 452  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. 10SC009334  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
 7. ADMINISTERED BY (If other than Item 6) CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$19,916,635.00  
 See Page 2.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0331::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Mark A. Million  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 09/24/2010  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification. Note: Financial Plan Number 14 of Attachment 2 reflects a \$200,000 correction to a Work Authorization (No. TD-470002-20803-10, Revision No. 1) issued under contract modification 445. A revised Work Authorization for the Office of Energy Efficiency and Renewable Energy (EERE) project entitled “M&O Support - Technical Support” will be issued at a later date.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$19,916,635 to the contract. This action involves the obligation, de-obligation and reprogramming of Recovery Act funding involving multiple EERE projects. The Work Authorizations for these projects are reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$19,916,635 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,490,175,993.09 to \$11,510,092,628.09.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-20458-10 (Revision No. 3) Agreement #22885	EECBG ARRA Formula Grants Technical Assistance
WI-470002-20458-10 (Revision No. 5) Agreement #22655	EECBG ARRA Formula Grants Technical Assistance
WI-470002-20440-10 (Revision No. 5) Agreement #22734	SEP/EECBG ARRA 2009-2012 Integration Projects
WI-470002-20440-10 (Revision No. 7) Agreement #22993	SEP/EECBG ARRA 2009-2012 Integration Projects
WI-470002-20440-10 (Revision No. 8) Agreement #22734	SEP/EECBG ARRA 2009-2012 Integration Projects
WI-470002-20440-10 (Revision No. 9) Agreement #19019	SEP/EECBG ARRA 2009-2012 Integration Projects
WI-470002-20440-10 (Revision No. 10) Agreement #19019	SEP/EECBG ARRA 2009-2012 Integration Projects
WI-470002-21026-10 (Revision No. 2) Agreement #21153	P 13.1 FY 10 Quality Assurance Visits

WI-470002-21026-10 (Revision No. 3) Agreement #21153	P 13.1 FY 10 Quality Assurance Visits
WI-470002-21240-10 (Revision No. 1) Agreement #23058	FY 10 SERC Evaluation at ORNL – TAS8909/100331.91
WI-470002-21240-10 (Revision No. 2) Agreement #23058	FY 10 SERC Evaluation at ORNL – TAS8909/100331.91
GT-470002-20685-10 (Revision No. 9) Agreement #19999	EGS R&D (2004190)
GT-470002-20685-10 (Revision No. 10) Agreement #19998	EGS R&D (2004190)
GT-470002-20685-10 (Revision No. 11) Agreement #19996	EGS R&D (2004190)
GT-470002-20685-10 (Revision No. 12) Agreement #19994	EGS R&D (2004190)
GT-470002-21123-10 (Revision No. 1) Agreement #22660	Data Collection, Analysis, and Monitoring
IF-470002-20421-10 (Revision No. 9) (Operating to Capital)	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
IF-470002-20421-10 (Revision No. 10) (Operating to Capital)	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
IF-470002-20421-10 (Revision No. 11) (Operating to Capital)	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
IF-470002-20421-10 (Revision No. 12) (Operating to Capital)	Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies
BA-470002-20886-10 (Revision No. 5) Agreement #20921	Carbon Fiber Technology Center
BA-470002-20886-10 (Revision No. 6) Agreement #20921	Carbon Fiber Technology Center
FB-470002-20454-09 (Revision No. 8) Agreement #19143	Enhance and Accelerate FEMP Service Functions to the Federal Government
FB-470002-20454-09 (Revision No. 9) Agreement #19143	Enhance and Accelerate FEMP Service Functions to the Federal Government
-470002-21195-10 (Revision No. 1) Agreement #23179	Technical Assistance to the Officer of Energy Efficiency and Renewable Energy, DOE
(Number from Block 8 of the Work Authorization)	

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and

conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG ARRA Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): FWP #ORNL EECBG	
2. Headquarters Program Point of Contact: Name: Craig Isakow                      Organization Code: EE-2K                      Telephone No: (202) 287-1850			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number: WI-470002-20458-10		9. Revision Number: 3	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116 (2009)	<del>\$3,000,000</del> \$0 <i>WCL</i>	\$30,000	<del>\$3,030,000</del> \$30,000 <i>WCL</i>
11. Performance period covered by funds: From: 10/1/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009 <i>9/1/2010</i> <i>WCL</i>	
		13. Expected Completion Date: 09/30/2010 <i>2011</i> <i>WCL</i>	
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$30,000 is authorized for WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds are made available for Project #20458 - EECBG ARRA Formula Grants Technical Assistance. These funds are to be distributed to Agreement #22885, FY 10 ORNL EECBG Quality Assurance Program ARRA in accordance with FWP #ORNL EECBG. ORNL will administer an Energy Efficiency Community Block Grants Program quality assurance program to assure successful application of EECBG grants by having quality controls in place to ensure safe installation and construction practices by grantees. This task piggybacks on the ORNL contractor work that is currently being carried out under the national Weatherization Assistance Program Quality Assurance Plan. The objectives of the Plan are to: 1) To provide an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and EECBG programs and other program requirements; 2) To assure that grantees use appropriate plans, procedural controls (including quality control protocols), and processes; 3) To ensure consistent application of program standards nationwide; 4) To encourage and enhance best management practices; 5) To provide clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
<b>ARRA funding information:</b> Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: WI1001020-1005116 Project Code:			

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: fd9337d5-3f07-47ef-9e3f- 5a39b2d15208	Date: 9/1/2010
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17. DOE Field Organization Official:

Name (typed): M. G. BRANTON	Signature: M. G. Branton	Date: 9-23-2010
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18. Contractor's Authorized Representative:

Name (typed): D. Christensen	Signature: D. Christensen	Date: 9/23/2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/23/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED-10-10199S AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements

SEE NEXT PAGE

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:



## Attachment A – Contractor Recovery Act Performance Requirements

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
ORNL will administer an EECBG Program quality assurance program. Specifically, ORNL will have quality controls in place to ensure safe installation and construction practices by grantees.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
<ol style="list-style-type: none"><li>1) Provide an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and EECBG programs and other program requirements;</li><li>2) Assure that grantees use appropriate plans, procedural controls (including quality control protocols), and processes;</li><li>3) Ensure consistent application of program standards nationwide;</li><li>4) Encourage and enhance best management practices;</li><li>5) Provide clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications.</li></ol>
<b>Section C: Contractor Recovery Act Deliverables:</b>
Final report due on or before 09/30/2011.

FED 10-10199S

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG ARRA Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): AOP #WIA EECBG Grants	
2. Headquarters Program Point of Contact:			
Name: Marion Lunn		Organization Code:	Telephone No: (202) 287-1649
3. Headquarters Budget Point of Contact:			
Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zoi	
6. Responsible Field Element:			
Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Battelle (Oak Ridge National Laboratory)		Name: Michaela Martin	Telephone No: (865) 574-8688
8. Work Authorization Number:*		9. Revision Number:	
WI-470002-20458-10		5	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116 (2009)	\$3,000,000	(\$1,656,079)	\$1,343,921
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: <del>10/01/2009</del> To: 09/30/2010		10/01/2009 9/1/2010	09/30/2010
14. Statement of Work:			
<p><i>9/1/2010 WCL</i></p> <p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of (\$1,656,079) is redirected from WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds were made available for Project #20458 - EECBG ARRA Formula Grants Technical Assistance. These funds were to be distributed to Agreement #22655 - SEP EECBG TA Solicitation FY 10 TAS#8909/100331.91 in accordance with AOP #WIA EECBG Grants. Agreement: 22655; SEP EECBG TA Solicitation FY 10 TAS#8909/100331.91</p> <p>Incrementally decrease the award funding for the competitive solicitation. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI1001020-1005116            Project Code: 200435 <i>per Jay Schell</i></p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 27f658db-df4e-4f9d-81ea- f73401c5545b	Date: 8/31/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRAWTON	Signature: M.G. Brawton	Date: 9-22-2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year.		

FED 10-10220S AFP Aug.

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
All terms remain the same
Section B: Contractor Recovery Act Performance Outcomes and Measures:
All terms remain the same
Section C: Contractor Recovery Act Deliverables:
All terms remain the same

NI-47002-20458-10,  
REV. 5

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBG ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable): AOP #ORNL WAP	
2. Headquarters Program Point of Contact: Name: Mark Bailey                      Organization Code:                      Telephone No: (202) 586-9424			
3. Headquarters Budget Point of Contact: Name: Jay Scheil                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number: WI-470002-20440-10		9. Revision Number: 15 NCL	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0302000-05798-1004902 (2009)	<del>\$5,700,000</del> \$0 NCL	\$10,000	<del>\$5,710,000</del> \$10,000 NCL
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2010		12. Work Start Date: <del>10/01/2009</del> 9/1/2010	13. Expected Completion Date: 09/30/2012
14. Statement of Work: NCL			
<p><b>Specific Recovery Act Statement of Work</b>  Carryover funding in the amount of \$10,000 is authorized for WI0302000-05798-1004902-SEP Special Projects (2009). These funds are made available for Project #20440 - SEP/EECBG ARRA 2009-2012 Integration Projects. These funds are to be distributed to Agreement #22734 - FY 10 ORNL SEP Quality Assurance Visits ARRA in accordance with AOP #ORNL WAP. ORNL will administer a State Energy Program grants quality assurance program to assure successful application of SEP grants by having quality controls in place to ensure safe installation and construction practices by grantees. This task piggybacks on the ORNL contractor work that is currently being carried out under the national Weatherization Assistance Program Quality Assurance Plan. The objectives of the Plan are to: 1) To provide an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and SEP programs and other program requirements; 2) To assure that grantees use appropriate plans, procedural controls (including quality control protocols), and processes; 3) To ensure consistent application of program standards nationwide; 4) To encourage and enhance best management practices; 5) To provide clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p>			
ARRA funding information:			
Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30			
B&R Code/Program Value: WI0302000-1004902			
Project Code: <del>1004902</del> 2004370			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act			

9/1/2010  
NCL

10-101845

Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: a17eb222-f6ba-4090- bde5-7531d1c354d3	Date: 9/7/2010
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17. DOE Field Organization Official:

Name (typed): M.G. BRANTON	Signature: <i>M.G. Branton</i>	Date: 9-16-2010
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18. Contractor's Authorized Representative:

Name (typed): D.C. Christensen	Signature: <i>D.C. Christensen</i>	Date: 9/20/2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 9/16/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10184S AFP Aug

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements: <i>BY 1/31/2011, NCL</i>
Provide an ORNL Quality Assurance Program plan for soliciting contractor bids. (This work in an add-in to on-going WAP Quality Assurance Program.) Develop a Quality Assurance Program solicitation. Administer the Quality Assurance Program over the life of the program. Provide a final report on the success of the SEP Quality Assurance Program. <i>BY 6/30/2011, NCL</i>
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Program Plan - Timely submission of Plan in coordination with DOE SEP program manager. Solicitation - Timely execution of solicitation to deploy contractor(s) to audit SEP program projects. Meet quantity goals of SEP program review of projects. <i>BY 2/28/11, NCL</i>
Section C: Contractor Recovery Act Deliverables:
Intermediate and Final drafts of Quality Assurance Program plan. Copy of Quality Assurance Program solicitation and response information. Monthly reports on Quality Assurance Program activities.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBG ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable): FWP #ORNL WAP	
2. Headquarters Program Point of Contact: Name: Rachna Handa                      Organization Code:                      Telephone No: (202) 287-1549			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number:* WI-470002-20440-10		9. Revision Number: 7 *	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
WI0302000-05798-1004902 (2009)	\$5,700,000 \$0 NCL	\$125,000	\$5,825,000 \$125,000 NCL
WI1001020-05796-1005116 (2009)	\$0	\$125,000	\$125,000
11. Performance period covered by funds: From <del>10/01/2009</del> To: 09/30/2010		12. Work Start Date: <del>10/01/2009</del> 9/1/2010	13. Expected Completion Date: <del>09/30/2010</del> 2011, NCL
14. Statement of Work: NCL			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$250,000 is authorized for WI0302000-05798-1004902-SEP Special Projects (2009), WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds are made available for Project #20440 - SEP/EECBG ARRA 2009-2012 Integration Projects. These funds are to be distributed to Agreement #22993 - FY 10 ARRA SEP-EECBG ORNL D&amp;R SEEARP in accordance with FWP #ORNL WAP. Funding is provided to support quality assurance efforts and SEEARP, SEP and EECBG programs into FY 2011 with emphasis on metrics and evaluation tasks. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI0302000-1004902            Project Code: <del>1004902</del> 2004310</p> <p>Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI1001020-1005116            Project Code: <del>1004902</del> 2004250</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act</p>			

\* Break in Revision Sequence. Revision 5 and 6 have not been received by DOE Oak Ridge. 10-102265

Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 686e0055-78a9-4224- a094-d345c4e644a2	Date: 8/31/2010
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17. DOE Field Organization Official:

Name (typed): M.G. Baxton	Signature: M.G. Baxton	Date: 9-16-2010
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18. Contractor's Authorized Representative:

Name (typed): D.C. Christensen	Signature: [Signature]	Date: 9-20-2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/16/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10226S AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements

SEE NEXT PAGE

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:
Response to internal ad hoc requests for information 3-5 time/week or as needed Weekly report on states lagging in their costing Every Tuesday Weekly program progress reports Every Tuesday Weekly retailer activity report Every Tuesday Weekly manufacturer activity report Every Tuesday Weekly product 'crib sheets' Every Friday Monthly SEO activity report Monthly State spotlights 3-5 stories, bi-weekly Updated state program fact sheets As needed Fall heating campaign - factoids and talking points for SEO use September 15th, 2010 Final Report for SEEARP June 15, 2011 (pending closure of all programs) Final Report for SEP Appliance Rebate Programs TBD Final Report for EECBG Appliance Rebate Programs TBD

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REV. 7

**Attachment A – Contractor Recovery Act Performance Requirements**

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
Action Plan due November 30, 2010. Implement plan, status report January 30, 2011.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
Monthly status reports are due on the 15th day of the following month.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Response to internal ad hoc requests for information 3-5 time/week or as needed. Weekly report on states lagging in their costing Every Tuesday. Weekly program progress reports Every Tuesday. Weekly retailer activity report Every Tuesday. Weekly manufacturer activity report Every Tuesday. Weekly product 'crib sheets' Every Friday. Monthly SEO activity report. Monthly State spotlights 3-5 stories, bi-weekly Updated state program fact sheets as needed. Fall heating campaign – factoids and talking points for SEO use September 15th, 2010. Final Report for SEEARP June 15, 2011 (pending closure of all programs). Final Report for SEP Appliance Rebate Programs TBD. Final Report for EECBG Appliance Rebate Programs TBD.

FED 10-10226S



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBG ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable): AOP #ORNL WAP	
2. Headquarters Program Point of Contact:			
Name: Daniel Sze		Organization Code:	Telephone No: (202) 586-2621
3. Headquarters Budget Point of Contact:			
Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zoi	
6. Responsible Field Element:			
Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Battelle (Oak Ridge National Laboratory)		Name: Pat M. Love	Telephone No: (865) 574-4346
8. Work Authorization Number:*		9. Revision Number:	
WI-470002-20440-10		8	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
WI0302000-05798-1004902 (2009)	<del>\$5,700,000</del> \$10,000 NCL	\$475,000	<del>\$6,175,000</del> \$485,000 NCL
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: <del>10/01/2009</del> To: 09/30/2010		10/01/2009 9/1/2010	09/30/2010 2011
14. Statement of Work:			
NCL			
<b>Specific Recovery Act Statement of Work</b>			
<p>Carryover funding in the amount of \$475,000 is authorized for WI0302000-05798-1004902-SEP Special Projects (2009). These funds are made available for Project #20440 - SEP/EECBG ARRA 2009-2012 Integration Projects. These funds are to be distributed to Agreement #22734 - FY 10 ORNL SEP Quality Assurance Visits ARRA in accordance with AOP #ORNL WAP. SEP ARRA Grantee and Subrecipient/Subgrantee Monitoring. The contractor will provide subject experts to provide needed capability to HQ and Field Project Officers during On-Site visits. Approximately 41 such visits are planned for the last quarter of FY2010 and 112 visits will be required for FY2011. There is no current Federal excess capacity or capability for utilization as part of a team approach to examine critical risk-areas at the grantee and subrecipient levels for demographically- and geographically-large states, states with known issues, states which have taken a position which may have risk implications, and states who have utilized third-party administrators or providers for financial lending. Specifically, experienced expertise in due diligence is needed for vertical and horizontal assessments in the areas of: 1) financial management and accounting; 2) procurement operations and invoice processes; 3) Banking or financial examiner; and 4) special technical subject matter practitioner skills (e.g., industrial process changeout, termsheets, large-scale renewable arrays). These support staff would be deployed on-site accompanying and under the administration of Federal Project Officers for each visit and would participate in all aspects of formulating conclusory concerns, findings, and corrective actions and documentation of the same.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p>			
ARRA funding information:			

Fund: 05798, Appropriation: 89-09/10-0331, Allottee: 30  
B&R Code/Program Value: W10302000-1004902  
Project Code: 1004902 2004370

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Work Plan - by 12/10 Contractor Selection 1/11 Products: Reports by subcontractor - On-Site visits: as developed over life of contract. Monthly reports as required by HQ Manager.

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 686e0055-78a9-4224- a094-d345c4e644a2	Date: 8/31/2010
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17. DOE Field Organization Official:

Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-16-2010
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18. Contractor's Authorized Representative:

Name (typed): D.C. Christensen	Signature: [Signature]	Date: 9-20-2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLON	Signature: Mark A. Millon	Date: 9/16/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10226S AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements

SEE NEXT PAGE

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

NI-470002-20440-10,  
RCV. 8

## Attachment A – Contractor Recovery Act Performance Requirements

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
Action Plan due November 30, 2010. Select Seller by January 30, 2011.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
Monthly status reports are due on the 15th day of the following month.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Response to internal ad hoc requests for information 3-5 time/week or as needed. Weekly report on states lagging in their costing Every Tuesday. Weekly program progress reports Every Tuesday. Weekly retailer activity report Every Tuesday. Weekly manufacturer activity report Every Tuesday. Weekly product 'crib sheets' Every Friday. Monthly SEO activity report. Monthly State spotlights 3-5 stories, bi-weekly Updated state program fact sheets as needed. Fall heating campaign – factoids and talking points for SEO use September 15th, 2010. Final Report for SEEARP June 15, 2011 (pending closure of all programs). Final Report for SEP Appliance Rebate Programs TBD. Final Report for EECBG Appliance Rebate Programs TBD.

FED 10-10226S

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: SEP/EECBG ARRA 2009-2012 Integration Projects		1b. Work Proposal Number (if applicable): FWP #1bd	
2. Headquarters Program/Point of Contact: Name: Marton Lunn                      Organization Code:                      Telephone No: (202) 287-1649			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg                      Telephone No: (703) 992-6703	
8. Work Authorization Number: WI-470002-20440-10		9. Revision Number: 9	
10. Funds Authorized:			
B&R Code WI1001020-05796-1005116 (2009)	Previous \$0 \$5,000,000 NCL	Change \$1,656,079	Current \$1,656,079 \$6,656,079 NCL
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009 9/1/2010 NCL	
		13. Expected Completion Date: 09/30/2010 2013 NCL	
14. Statement of Work: Specific Recovery Act Statement of Work Carryover funding in the amount of \$1,656,079 is authorized for WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds are made available for Project #20440 - SEP/EECBG ARRA 2009-2012 Integration Projects. These funds are to be distributed to Agreement #19019, ORNL SEP, WAP, and EECBG Evaluation & Analysis - The American Recovery and Reinvestment Act of 2009 2004376 SO TAS#8909/100331.91 in accordance with FWP #1bd. Agreement: 19019; ORNL SEP, WAP, and EECBG Evaluation & Analysis - The American Recovery and Reinvestment Act of 2009 2004376 TAS#8909/100331.91  ORNL will develop a detailed study implementation plan and timeline and will provide ongoing management and oversight of an independent contractor evaluation of the State Energy Program (SEP), Energy Efficient Competitive Block Grants Program (EECBG), and Weatherization Assistance Program (WAP). The evaluation will address 16 broad types of energy efficiency and renewable energy programs supported by SEP. The primary outcome of the three-year study will be an in-depth report describing the achievements of SEP in terms of four key metrics: energy and demand savings; renewable energy capacity and generation; carbon emissions reductions; and job creation. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.  ARRA funding information: Fund: 05796, Appropriation: 89-09/10-0831, Allottee: 30 B&R Code/Program Value: WI1001020-1005116 Project Code: 4004982 2004350 mm			

9/1/2010  
NCL

10-1022-05

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 27f558db-df4e-4f9d-81ea- f73401c554bb	Date: 8/31/2010
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17. DOE Field Organization Official:

Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 9-22-10
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18. Contractor's Authorized Representative:

Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 23 Sep 2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/22/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10220S AFP Aug

Attachment A - Contractor Recovery Act Performance Requirements

SEE NEXT PAGE

Section A: Contractor Recovery Act Schedule or Milestone Requirements:

Section B: Contractor Recovery Act Performance Outcomes and Measures:

Section C: Contractor Recovery Act Deliverables:

WI-470002-20440-10,  
REV. 9

## Attachment A - Contractor Recovery Act Performance Requirements

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
<ol style="list-style-type: none"><li>1. Preparation of detailed study plan for EECBG evaluation: 1st quarter of FY 2011.</li><li>2. Modification of subcontracts to incorporate study plan tasks: 2nd quarter of FY 2011.</li><li>3. Initiation of data collection for sampled programmatic activities: 3rd quarter of FY 2011.</li><li>4. Completion of all data collection efforts: 4th quarter of FY 2012</li><li>5. Completion of draft and final reports: 2nd quarter of FY 2013</li></ol>
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
National energy, cost, and demand savings attributable to EECBG for Program Years 2010 and 2011; Renewable energy generation attributable to EECBG for Program Years 2010 and 2011; Carbon emission reductions attributable to EECBG for Program Years 2010 and 2011; Job creation attributable to EECBG for Program Years 2010 and 2011.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Interim reports documenting progress and findings from studies of individual programmatic activities; Draft report documenting: energy, cost, and demand savings; renewable energy generation; carbon reduction; and job creation attributable to EECBG for PY 2010 – 2011; Final report documenting same topics addressed in draft report.



EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 686e0055-78a9-4224- a094-d345c4e644a2	Date: 8/31/2010
17. DOE Field Organization Official:		
Name (typed): <i>M.G. BRANTON</i>	Signature: <i>M.G. Branton</i>	Date: 9-16-2010
18. Contractor's Authorized Representative:		
Name (typed): <i>D.C. Christensen</i>	Signature: <i>[Signature]</i>	Date: 9-20-2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): <i>MARK A. MILLION</i>	Signature: <i>Mark A. Million</i>	Date: 9/16/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-10226S AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements

*SEE NEXT PAGE*

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

WI-470002-20440-10,  
REV. 10



**Attachment A – Contractor Recovery Act Performance Requirements**

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
Prepare activity-specific evaluation reports: 4 <sup>th</sup> quarter FY 2011 – 3 <sup>rd</sup> quarter FY 2012
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
Energy, cost, and demand savings; Renewable energy generation; Carbon emission reductions; Job creation
<b>Section C: Contractor Recovery Act Deliverables:</b>
Weekly meetings; Monthly progress reports; Regular face-to-face meetings

WA WI-470002-20440-10, rev. 10  
FED 10-10226S



Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 4678e147-790f-443d-9fdb-98863e43c084	Date: 7/9/2010
17. DOE Field Organization Official:		
Name (typed): M. G. Branton	Signature: M. G. Branton	Date: 9-22-2010
18. Contractor's Authorized Representative:		
Name (typed): D. C. Christensen	Signature: D. C. Christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED-10-10175S AFP Aug

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Provide an ORNL Quality Assurance Program plan for soliciting contractor bids. Develop a Quality Assurance Program solicitation. Administer the Quality Assurance Program over the life of the program. Provide a final report on the success of the Quality Assurance Program.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Program Plan - Timely submission of Plan in coordination with DOE WAP T& TA manager. Solicitation - Timely execution of solicitation to deploy contractor(s) to audit WAP weatherized homes. Meet quantity goals of WAP program review of homes weatherized.
Section C: Contractor Recovery Act Deliverables:
Intermediate and Final drafts of Quality Assurance Program plan. Copy of Quality Assurance Program solicitation and response information. Monthly reports on Quality Assurance Program activities. All dates remain the same as original funding action.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: P 13.1 FY 10 Quality Assurance Visits		1b. Work Proposal Number (if applicable): FWP #ORNL TBD	
2. Headquarters Program Point of Contact:			
Name: Jennifer Somers		Organization Code:	Telephone No: (202) 287-1740
3. Headquarters Budget Point of Contact:			
Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0660
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zoi	
6. Responsible Field Element:			
Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Battelle (Oak Ridge National Laboratory)		Name: Pat M. Love	Telephone No: (865) 574-4346
8. Work Authorization Number:*		9. Revision Number:	
WI-470002-21026-10		3	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	<del>\$8,000,000</del> \$7,000,000 WCL	\$1,000,000	<del>\$9,000,000</del> \$10,000,000 WCL
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: <del>10/01/2009</del> To: 09/30/2010		10/01/2009 9/1/2010 WCL	09/30/2010 2012 WCL
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of \$1,000,000 is authorized for WI0702000-05797-1004760-Weatheriz. Trng &amp; TA (2009). These funds are made available for Project #21026 - P 13.1 FY 10 Quality Assurance Visits. These funds are to be distributed to Agreement #21153 - FY10 ARRA P 13.1 ORNL Quality Assurance Program TAS#8909/100331.91 in accordance with FWP #ORNL TBD. DOE, through ORNL, will administer a quality assurance program to assure success in the use of Federal grants and to ensure quality controls are in place to ensure safe installation and construction practices by grantees. ORNL will solicit a prime contractor to carry out a national WAP Quality Assurance Plan (defined by DOE) with the following objectives: 1) To provide an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and DOE Weatherization and other retrofit program requirements; 2) To assure that grantees utilize appropriate plans, procedural controls (including quality control protocols), and processes; 3) To ensure consistent application of program standards nationwide; 4) To encourage and enhance best management practices; 5) To provide clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: WI0702000-1004760 Project Code: 2004360</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act</p>			

9/1/2010  
WCL

13-101865

Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 208b954c-7daa-464a- b14f-11414a2c8f86	Date: 7/19/2010
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17. DOE Field Organization Official:

Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-22-2010
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18. Contractor's Authorized Representative:

Name (typed): P.C. Christensen	Signature: P.C. Christensen	Date: 23 Sept 2010
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLON	Signature: Mark A. Millon	Date: 9/22/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10186S-AFP Aug

Attachment A - Contractor Recovery Act Performance Requirements

SEE NEXT PAGE

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Additional Project Funding - All Milestones remain the same.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Additional Project Funding - All Outcomes and Measures remain the same.
Section C: Contractor Recovery Act Deliverables:
Additional Project Funding - All Deliverables remain the same.

Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 4678ef47-790f-443d-91db- 98863e43c084	Date: 7/9/2010
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17. DOE Field Organization Official:

Name (typed):	Signature:	Date:
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18. Contractor's Authorized Representative:

Name (typed):	Signature:	Date:
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19. DOE Contracting Officer (or delegated representative):

Name (typed):	Signature:	Date:
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-101756 AFP Aug

Attachment A - Contractor Recovery Act Performance Requirements

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
Provide an ORNL Quality Assurance Program plan for soliciting contractor bids. Develop a Quality Assurance Program solicitation. Administer the Quality Assurance Program over the life of the program. Provide a final report on the success of the Quality Assurance Program.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
Program Plan - Timely submission of Plan in coordination with DOE WAP T& TA manager. Solicitation - Timely execution of solicitation to deploy contractor(s) to audit WAP weatherized homes. Meet quantity goals of WAP program review of homes weatherized.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Intermediate and Final drafts of Quality Assurance Program plan. Copy of Quality Assurance Program solicitation and response information. Monthly reports on Quality Assurance Program activities. All dates remain the same as original funding action.

10-101865

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: FY 10 SERC Evaluation at ORNL - TAS8909/100331.91		1b. Work Proposal Number (if applicable): AOP #TBD	
2. Headquarters Program Point of Contact:			
Name: Jennifer Somers		Organization Code:	Telephone No: (202) 287-1740
3. Headquarters Budget Point of Contact:			
Name: Jay Schell		Organization Code:	Telephone No: (202) 586-0680
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zoi	
6. Responsible Field Element:			
Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Battelle (Oak Ridge National Laboratory)		Name: Joel Eisenberg	Telephone No: (703) 992-6703
8. Work Authorization Number:		9. Revision Number:	
WI-470002-21240-10		1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$0	\$200,000	\$200,000
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: <del>10/01/2009</del> To: 09/30/2012		<del>10/01/2009</del> 9/1/2010	09/30/2012
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work:</b>            Carryover funding in the amount of \$200,000 is authorized for WI0702000-05797-1004760-Weatheriz. Ting &amp; TA (2009). These funds are made available for Project #21240 - FY 10 SERC Evaluation at ORNL - TAS8909/100331.91. These funds are to be distributed to Agreement #23058 - FY 10 Task 9.4 SERC Evaluation at ORNL TAS8909/100331.91 in accordance with AOP #TBD. The purpose of the Sustainable Energy Resources for Consumers (SERC) Grants is to:            Expand WAP for residential buildings to include materials, benefits, and renewable and domestic energy technologies not covered by the Program. Oak Ridge National Laboratory will use these funds to expand the evaluation of SERC grant projects. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b>            Fund: 05797, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: WI0702000-1004760            Project Code:</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			

9/1/2010  
NCL

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 89e9e898-b911-4b99- aaa9-9303999eb9af	Date: 9/1/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRAWTON	Signature: M.G. Brawton	Date: 9-22-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. CHRISTENSEN	Signature: D.C. Christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLON	Signature: Mark A. Millon	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-10246S AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Will conduct national, statistically-valid impact and process evaluation of new technologies implemented through SERC. 1. Develop evaluation plan for SERC projects, to expand the WAP evaluation under the Recovery Act period. 2. Implement plan with WAP grantees and local agencies, as dictated by plan.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
1. Understanding a variety of technologies not currently available in WAP, including the cost-effectiveness, performance, and assessment of the ability to incorporate the technologies into WAP.
Section C: Contractor Recovery Act Deliverables:
1. Quarterly status reports on evaluation progress, including successes and barriers to implementation. 2. Publish final evaluation report for SERC activities.



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: FY 10 SERC Evaluation at ORNL - TAS8909/100331.91		1b. Work Proposal Number (If applicable): AOP #TBD	
2. Headquarters Program Point of Contact: Name: Jennifer Somers                      Organization Code:                      Telephone No: (202) 287-1740			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Joel Eisenberg                      Telephone No: (703) 992-6703	
8. Work Authorization Number:* WI-470002-21240-10		9. Revision Number: 2	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI0702000-05797-1004760 (2009)	\$0 <del>\$200,000</del> NCL	\$300,000	\$300,000 <del>\$500,000</del> NCL
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2012		12. Work Start Date: <del>10/01/2009</del> 9/1/2010	
		13. Expected Completion Date: 09/30/2012	
14. Statement of Work: NCL			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$300,000 is authorized for WI0702000-05797-1004760-Weatheriz. Trng & TA (2009). These funds are made available for Project #21240 - FY 10-SERC Evaluation at ORNL - TAS8909/100331.91			
. These funds are to be distributed to Agreement #23058 - FY 10 Task 9.4 SERC Evaluation at ORNL TAS8909/100331.91 in accordance with AOP #TBD. The purpose of the Sustainable Energy Resources for Consumers (SERC) Grants is to:			
Expand WAP for residential buildings to include materials, benefits, and renewable and domestic energy technologies not covered by the Program. Oak Ridge National Laboratory will use these funds to expand the evaluation of SERC grant projects. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
<b>ARRA funding Information:</b>			
Fund: 05797, Appropriation: 89-09/10-0931, Allottee: 30			
B&R Code/Program Value: WI0702000-1004760			
Project Code:			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: fc61e6a6-4693-4acb- 98a0-637012e6e415	Date: 9/7/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-22-2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: DC Christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark A. Million	Signature: Mark A. Million	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED-10-10251S AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Will conduct national impact and process evaluation of new technologies implemented through SERC. 1. Develop evaluation plan for SERC projects, to expand the WAP evaluation under the Recovery Act period. 2. Implement plan with WAP grantees and local agencies, as dictated by plan.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
1. Understanding a variety of technologies not currently available in WAP, including the cost-effectiveness, performance, and assessment of the ability to incorporate the technologies into WAP.
Section C: Contractor Recovery Act Deliverables:
1. Quarterly status reports on evaluation progress, including successes and barriers to implementation. 2. Publish final evaluation report for SERC activities.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable): FWP #CEEB181	
2. Headquarters Program Point of Contact: Name: Lauren W.E. Boyd                      Organization Code:                      Telephone No: (202) 287-1854			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys                      Organization Code: EE-3B                      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Hatice Akkurt                      Telephone No: (865) 574-9143	
8. Work Authorization Number:* GT-470002-20685-10		9. Revision Number: 89	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB4005020-05794-1004281 (2009)	<del>\$1,924,000</del> \$ 385,000    NCL	\$97,325	<del>\$2,021,325</del> \$ 482,325    NCL
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2011 2010		12. Work Start Date: 10/01/2009 8/1/2010	13. Expected Completion Date: 09/30/2011
14. Statement of Work:                      NCL                      NCL			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of \$97,325 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&amp;D (2004190). These funds are to be distributed to Agreement #19999 - Feasibility and Design Studies for a High Temperature Downhole Tool in accordance with FWP #CEEB181. Oak Ridge National Laboratory will perform feasibility and design studies for a high temperature downhole tool that can measure the porosity, lithology, and density profile of geothermal wells. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB4005020-1004281 Project Code: 2004190</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Jay Nathwani, Acting Program Manager	Signature: 7bb0225b-03e9-4e1e-899f-729db99a6d33	Date: 6/30/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BAANTON	Signature: M.G. Baanton	Date: 9-12-10
18. Contractor's Authorized Representative:		
Name (typed): D. Christensen	Signature: D. Christensen	Date: 9/20/10
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/30/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-3064 ARRA AFP Jul

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Evaluate and test the candidate scintillators. The tests will start at room temperature and increase up to 400oC. Target Date: 09/30/2010. Evaluate and test the candidate neutron detectors for temperature. Target date: 05/30/2011. Perform environmental tests, including shock and vibration, on the detectors that passed the temperature tests. Target Date: 07/30/2011. Perform simulations to determine the neutron and photon detector response for varying parameters including temperature, formation lithology, porosity, and water content. Generate the nuclear data. Perform benchmark calculations, against measured data, for a subset of the data. Target date: 07/30/2011
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Determination of the operating range for scintillators and neutron detectors with measurements. Determination of the respond for different environments and temperatures using simulations/modeling.
Section C: Contractor Recovery Act Deliverables:
A report that summarizes the photon detector temperature tests and findings. Deliverable Date: 11/30/2010. A report that summarizes the neutron detector temperature tests and findings. Deliverable Date: 07/30/2011. A report that summarizes the environmental tests and findings. Deliverable Date: 08/30/2011. A report that summarizes the simulation, modeling results. Deliverable Date: 09/30/2011

Rev. 5

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable): FWP #CEEB183	
2. Headquarters Program Point of Contact: Name: Lauren W.E. Boyd      Organization Code:      Telephone No: (202) 287-1854			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys      Organization Code: EE-3B      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: William Peter      Telephone No: (856) 241-8113	
8. Work Authorization Number: GT-470002-20685-10		9. Revision Number: 8/10	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
EB4005020-05794-1004281 (2009)	<del>\$1,924,000</del> \$1,434,000	\$82,460	<del>\$2,006,460</del> \$516,460      WCL
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2011      2010		12. Work Start Date: 10/01/2009      8/1/2010	
		13. Expected Completion Date: 09/30/2011	
14. Statement of Work:      WCL      WCL			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of \$82,460 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&amp;D (2004190). These funds are to be distributed to Agreement #19998 - Wear-Resistant NanoComposite Stainless Steel Coatings and Bits for Geothermal Drilling in accordance with FWP #CEEB183. Oak Ridge National Laboratory will develop ultra hard, wear resistant nanocomposite stainless steels coatings and bulk components to increase the lifetime of drill tooling in harsh geothermal environments. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p>			
ARRA funding information:			
Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30			
B&R Code/Program Value: EB4005020-1004281			
Project Code: 2004190			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Jay Nathwani, Acting Program Manager	Signature: 7bb0225b-03e9-4e1e-899f-729db99e6d33	Date: 6/30/2010
17. DOE Field Organization Official:		
Name (typed): <u>MB. BRANTON</u>	Signature: <u>M. A. Branton</u>	Date: <u>9-12-10</u>
18. Contractor's Authorized Representative:		
Name (typed): <u>D.C. christensen</u>	Signature: <u>[Signature]</u>	Date: <u>9/20/10</u>
19. DOE Contracting Officer (or delegated representative):		
Name (typed): <u>MARK A. MILLION</u>	Signature: <u>Mark A. Million</u>	Date: <u>8/31/10</u>
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-3064 ARRA AFP Jul

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
ORNL will have performed wear tests using abrasive wear loop apparatus, salt fog tests for corrosion, and fracture toughness/impact tests to compare coatings and bulk samples with H13 steel, 316 stainless steel, and WC/ 20% Co. (12/30/10) In addition, ORNL will develop, validate and create baseline data using a unique testing apparatus for simulating geothermal conditions. Samples of the optimized coating and bulk samples will be tested. (06/30/2011)
Section B: Contractor Recovery Act Performance Outcomes and Measures:
The coatings/bulk samples must have equal or better salt fog test results than the 316 stainless steel, equal or better abrasive wear test results than H13 steel, and equal or better fracture toughness results than WC/20%Co. (06/30/2011).
Section C: Contractor Recovery Act Deliverables:
A final project report containing metallurgical, mechanical, laboratory tribology data, and corrosion results will be provided. (09/15/2011)

REV. 6

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable): FWP #CEEB182	
2. Headquarters Program Point of Contact: Name: Lauren W.E. Boyd      Organization Code:      Telephone No: (202) 287-1854			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys      Organization Code: EE-3B      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: David Cole      Telephone No: (865) 574-5473	
8. Work Authorization Number: GT-470002-20685-10		9. Revision Number: A 11      NCL	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB4005020-05794-1004281 (2009)	<del>\$1,924,000</del> \$400,000      NCL	\$61,325	<del>\$1,985,325</del> \$461,325      NCL
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010      NCL		12. Work Start Date: 10/01/2009      8/11/2010      NCL	
13. Expected Completion Date: 09/30/2011			
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of \$61,325 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&amp;D (2004190). These funds are to be distributed to Agreement #19996 - Properties of CO2 Rich Pore Fluids and their Effect on Porosity Evolution in EGS Rocks in accordance with FWP #CEEB182. Oak Ridge National Laboratory will 1) characterize CO2 and water bulk and pore fluids by vibrating tube densimetry, 2) determine changing pore and fluid structures using neutron scattering, and 3) conduct real time imaging of the dissolution front and evolution of porosity using x-ray and neutron computed tomography. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB4005020-1004281 Project Code: 2004190</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Jay Nathwani, Acting Program Manager	Signature: 7bb0225b-03e9-4e1e-899f-729db99e6d33	Date: 6/30/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-12-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 9/20/10
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/31/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-3064 ARRA AFP Jul

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Milestone: Proof-of-principle tests completed for fluid behavior in confined pores using static vibrating tube densimeter (VTD) (09/30/2010) Milestone: Complete upgrades and testing of high-temperature, high pressure flow VTD (12/31/2010) Milestone: Measure fluid phase behavior and densities for H <sub>2</sub> O + CO <sub>2</sub> between 150 °C and 250 °C. (09/30/2011) Milestone: Characterize mineralogy and chemistry of representative geothermal rocks (09/30/2010) Milestone: Determine structure of geothermal rocks using neutron scattering (12/31/2010) Milestone: Measure CO <sub>2</sub> fluid behavior in a representative geothermal rock at reservoir conditions (09/30/2011) Milestone: Characterize representative geothermal rocks with X-ray micro-CT tomography (09/30/2010) Milestone: Design and construct high-pressure and high-temperature cell for neutron tomographic imaging (12/30/2010) Milestone: Complete neutron imaging of a working fluid in a representative geothermal rock (09/30/2011)
Section B: Contractor Recovery Act Performance Outcomes and Measures:
For Milestone 1.1: Demonstration for the first time for direct VTD measurements of confined fluid densities and phase equilibrium shifts relative to bulk fluid (09/30/2010) For Milestone 1.2: Demonstrated capability of rapid detection of vapor-liquid phase boundaries of both H <sub>2</sub> O and CO <sub>2</sub> -rich phases (12/31/2010) For Milestone 1.3: Accurate new density and vapor-liquid equilibrium data set for the key binary system H <sub>2</sub> O + CO <sub>2</sub> between 150 oC and 250 oC (09/30/2011) For Milestone 2.1: Document detailed mineralogy and major element chemistry of geothermal rocks (09/30/2010) For Milestone 2.2: Conduct neutron scattering experiments and analyze data (12/31/2010) For Milestone 2.3: Determine structure of a pure working fluid (CO <sub>2</sub> ) in a geothermal rock (9/30/2011) For Milestone 3.1: Document pore structure from analysis of X-ray micro-tomographic images (09/30/2010) For Milestone 3.2: Test high pressure-high temperature neutron imaging cell (12/31/2010) For Milestone 3.3: Generate images of pore fluid in a geothermal rock (9/30/2011)
Section C: Contractor Recovery Act Deliverables:
Thermophysical data on a confined fluid in a porous matrix (12/31/2010). Thermophysical data on CO <sub>2</sub> +H <sub>2</sub> O binary fluids between 150-250oC (9/30/2011). Pore structures and pore distribution in representative geothermal rocks (12/31/2010). Sorption properties and densities of sorbed working fluid in a geothermal rock (09/30/2011). A high pressure-high temperature cell for in situ imaging of rock-fluid interactions (12/31/2010). Neutron tomographic images of a working fluid in a geothermal rock (09/30/2011)

REV. 7



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EGS R&D (2004190)		1b. Work Proposal Number (if applicable): FWP #CEEB180	
2. Headquarters Program Point of Contact: Name: Lauren W.E. Boyd      Organization Code:      Telephone No: (202) 287-1854			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys      Organization Code: EE-3B      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Adrian Sabau      Telephone No:	
8. Work Authorization Number*: GT-470002-20685-10		9. Revision Number: 8/12      NCL	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB4005020-05794-1004281 (2009)	<del>\$1,024,000</del> \$ 705,000      NCL	\$25,760	<del>\$1,049,760</del> \$ 730,760      NCL
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2011 <del>2011</del> 2010 NCL		12. Work Start Date: 10/01/2009 8/1/2010 NCL	
13. Expected Completion Date: 09/30/2011			
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$25,760 is authorized for EB4005020-05794-1004281-EGS (2009). These funds are made available for Project #20685 - EGS R&D (2004190). These funds are to be distributed to Agreement #19994 - Working Fluids and their Effect on Geothermal Turbines in accordance with FWP #CEEB180. Oak Ridge National Laboratory will evaluate working fluids for a geothermal turbine cycle based on property measurements, molecular dynamics modeling, and thermodynamic modeling to increase the turbine cycle efficiency in binary power plants. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.  <b>ARRA funding information:</b>  Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB4005020-1004281 Project Code: 2004190  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

16. Work Authorization Program Official:		
Name (typed): Jay Nathwani, Acting Program Manager	Signature: 7bb0225b-03e9-4e1e-899f-729db99e6d33	Date: 6/30/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-12-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. christensen	Signature: [Signature]	Date: 9/24/10
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/31/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-3064 ARRA AFP Jul

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Milestone 1: 09/30/2010 – Choose a typical site and thermal conditions for a feasible binary geothermal power plant. Select a typical working fluid combination, CO2, and CO2-SF6. Milestone 2: 03/31/2011 – Perform sensitivity analysis for thermophysical variables on thermodynamic efficiency for target cycle and geological formation. Milestone 3: 07/31/2011 – Complete thermodynamic simulations of a power plant using for a mixture of supercritical CO2-SF6. Milestone 4: 09/2011 - Obtain the full vapor-liquid equilibrium envelopes and critical points for one set of mixtures. Complete final report.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
For milestone 1: Identify thermal conditions for the working fluids specific to each site based on review of different sites in US. Select a typical site for which the geothermal energy can be utilized in more sites across the country. Indicate requirements on thermodynamic properties for working fluids that would improve plant efficiency. Performance measure: Select a typical site for which the geothermal energy can be utilized in more sites across the country Performance outcomes: For the site chosen, formulate desired requirements on the thermodynamic properties of working fluids that would improve plant efficiency and identify potential new working fluids, such as mixtures of supercritical CO2-SF6. For milestone 2: Identify which thermophysical properties are important for improving plant efficiency. Performance measure: Identify the effect of several thermophysical properties on plant efficiency. Performance outcomes: Identify the most relevant thermophysical properties for improving geothermal plant efficiency. For milestone 3: Obtain the thermodynamic efficiency of the selected plant type for different mixtures of supercritical CO2-SF6. Performance measure: Assess how much the composition of CO2/SF6 affects the plant efficiency. Performance outcomes: Identify the composition CO2/SF6 for which the geothermal plant will be more efficient. For milestone 4: Verification that complete mixing and thermodynamic equilibrium between components can be obtained so that the appearance of a new phase can be reliably detected. Performance measure: how well the appearance of a new phase can be reliably detected; Performance outcomes: Confidence in experimental apparatus for measuring the thermodynamic properties of new fluids. Write the final report.
Section C: Contractor Recovery Act Deliverables:
Thermodynamic properties for several binary mixtures of pure working fluids 9/30/11. Computational toolboxes for the prediction of thermodynamic properties of fluid mixtures and ensuing geothermal plant performance, 9/30/11. Recommendations for new working fluids. 9/30/11

REV. B

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Data Collection, Analysis, and Monitoring		1b. Work Proposal Number (if applicable): AOP #NA	
2. Headquarters Program Point of Contact: Name: Jay Nathwani                      Organization Code: EE-2C                      Telephone No: (202) 586-9410			
3. Headquarters Budget Point of Contact: Name: Kyra Humphreys                      Organization Code: EE-3B                      Telephone No: (202) 586-8138			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Tom King, Jr.                      Telephone No: (865) 241-5756	
8. Work Authorization Number:* GT-470002-21123-10		9. Revision Number: 1	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
EB4005040-05794-1005101 (2009)	\$0	\$400,000	\$400,000
11. Performance period covered by funds: From: <del>10/01/2009</del> To: <del>09/30/2010</del> <b>9/15/2010</b>		12. Work Start Date: <del>10/01/2009</del> <b>9/15/2010</b>	
		13. Expected Completion Date: <del>09/30/2011</del> <b>2012</b>	
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of \$400,000 is authorized for EB4005040-05794-1005101-Non-EGS (2009). These funds are made available for Project #21123 - <i>Data Collection, Analysis, and Monitoring</i> . These funds are to be distributed to Agreement #22660 - <i>Data Collection, Monitoring and Analysis</i> in accordance with AOP #NA. ORNL support of the Ground Source Heat Pump ARRA Projects. This support includes the collection, monitoring, and analysis of data. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.  <b>ARRA funding information:</b>  Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB4005040-1005101 Project Code: 2004230  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official:			

9/15/2010  
NCL

NCL

NCL

Name (typed): JoAnn Milliken, Acting Program Manager	Signature: 88509340-a715-4d3d-8a89-cded9517e149	Date: 8/5/2010
17. DOE Field Organization Official:		
Name (typed): <i>M.G. BRAUNTON</i>	Signature: <i>M.G. Brauton</i>	Date: <i>9-13-10</i>
18. Contractor's Authorized Representative:		
Name (typed): <i>D.C. Christensen</i>	Signature: <i>[Signature]</i>	Date: <i>9/29/10</i>
19. DOE Contracting Officer (or delegated representative):		
Name (typed): <i>MARK A. MILLIKEN</i>	Signature: <i>Mark A. Milliken</i>	Date: <i>9/13/10</i>
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-3075 ARRA AFP Jul

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
October 1, 2010: Deliver for internet posting <del>a draft</del> <i>an outline of the</i> industry/government GSHP Technology Roadmap that incorporates preliminary results from the Recovery Act GSHP projects
Section B: Contractor Recovery Act Performance Outcomes and Measures:
October 1, 2010: Provide <del>industry standards</del> <i>data collection protocol</i>
Section C: Contractor Recovery Act Deliverables:
October 1, 2010: Draft industry/government GSHP Technology Roadmap

*Outline of*

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Chien-Wei Li      Organization Code:      Telephone No: (202) 287-5901			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz      Organization Code: EE-3B      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue      Telephone No: (865) 574-4351	
8. Work Authorization Number: IF-470002-20421-10		9. Revision Number: 11	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
ED1904032-05794-1004383 (2009)	\$1,112,996	(\$513,300)	\$599,696
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 2011 AWR
14. Statement of Work: <i>2010</i>			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of (\$513,300) is redirected from ED1904032-05794-1004383-IMF (2009). These funds were made available for Solicitation #20421 - <i>Advanced Materials RD&amp;D in Support of EERE Needs to Advance Clean Energy Technologies</i>. These redirected funds will cover the additional cost of the sheer rolling mill. Success of the ARRA-funded project "Shear Rolling of Magnesium Sheet for Energy, Transportation and Defense Applications" hinges on purchase of a mill capable of operating the opposing rolls independently at significantly different velocities to provide the shear deformation. Preliminary experiments at ORNL showed that process conditions require torque 10 times higher than conventional rolling and maintenance of sheet temperature at 300 C. The cost of the required rolling mill is approximately twice that originally budgeted. As an aside, collaboration on magnesium casting and sheer rolling is the centerpiece of the recently signed MOU between ORNL and Natural Resources Canada's CANMET Materials Technology Laboratory (CANMET-MTL) in support of the Canada-U.S. Clean Energy Dialogue that will focus on clean energy research and development.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1904032-1004383 Project Code: 2004320</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act</p>			

Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Harvey Wong, On behalf of Isaac Chan, Program Manager	Signature: 8fc7fd03-cd1a-4cd5-a1e2-de6e1dd06396	Date: 9/22/2010
17. DOE Field Organization Official:		
Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 9-23-2010
18. Contractor's Authorized Representative:		
Name (typed): DC Christensen	Signature: DC Christensen	Date: 9/29/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK R. MILLION	Signature: Mark R. Million	Date: 9/23/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year.		

FED-10-6029RA AFP-Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.

Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.

Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.

Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.

Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.

Deliverable, Establish Commercialization Plans

Task 4 - AFA Steels.

Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.

Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

Task 6 - Materials & Processing for Advanced Batteries.

Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.

Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.

Deliverable, Final Report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Chien-Wei Li                      Organization Code:                      Telephone No: (202) 287-5901			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue                      Telephone No: (865) 574-4351	
8. Work Authorization Number: IF-470002-20421-10		9. Revision Number: 12	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
ED1904032-05794-1004383 (2009)	<del>\$1,112,996</del> \$ 599,696 <i>MW</i>	\$513,300	<del>\$1,626,296</del> \$1,112,996 <i>MW</i>
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <i>2011 MWE</i>
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover and capital equipment funding in the amount of \$513,300 is authorized for ED1904032-05794-1004383-IMF (2009). These funds are made available for Solicitation #20421 - <i>Advanced Materials RD&amp;D in Support of EERE Needs to Advance Clean Energy Technologies</i>. Funding is being converted from operating funds to capital funds. Funds will cover the additional cost of the sheer rolling mill. Success of the ARRA-funded project "Shear Rolling of Magnesium Sheet for Energy, Transportation and Defense Applications" hinges on purchase of a mill capable of operating the opposing rolls independently at significantly different velocities to provide the shear deformation. Preliminary experiments at ORNL showed that process conditions require torque 10 times higher than conventional rolling and maintenance of sheet temperature at 300°C. The cost of the required rolling mill is approximately twice that originally budgeted. As an aside, collaboration on magnesium casting and shear rolling is the centerpiece of the recently signed MOU between ORNL and Natural Resources Canada's CANMET Materials Technology Laboratory (CANMET-MTL) in support of the Canada-U.S. Clean Energy Dialogue that will focus on clean energy research and development.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: ED1904032-1004383 Project Code: 2004320</p>			



Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Harvey Wong, On behalf of Isaac Chan, Program Manager	Signature: 8fc71d03-cd1a-4cd5-a1e2-de6e1dd06396	Date: 9/22/2010
17. DOE Field Organization Official:		
Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 9-23-2010
18. Contractor's Authorized Representative:		
Name (typed): DC Christensen	Signature: DC Christensen	Date: 9/23/2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/23/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-6029RA.AFP.Sep

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans

Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.  
Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Advanced Materials RD&D in Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (if applicable):	
2. Headquarters Program Point of Contact: Name: Chien-Wei Li                      Organization Code:                      Telephone No: (202) 287-5901			
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue                      Telephone No: (865) 574-4351	
8. Work Authorization Number: IF-470002-20421-10		9. Revision Number: 59	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
ED1904032-05794-1004383 (2009)	\$1,112,996	(\$34,073)	\$1,078,923
11. Performance period covered by funds: From: 10/01/2009 To: <del>09/30/2010</del> <sup>2010 MAR</sup> <del>document</del>		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <sup>2011 MAR</sup>
14. Statement of Work: <del>None</del>			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of (\$34,073) is redirected from ED1904032-05794-1004383-IMF (2009). These funds were made available for Solicitation #20421 - <i>Advanced Materials RD&amp;D in Support of EERE Needs to Advance Clean Energy Technologies</i>. Funding is being redirected to the photovoltaic project to cover the additional cost of the deep level transient spectroscopy (DLTS) system. Funding is being converted from operating funds to capital funds. DLTS is a critical tool for the study of defects in PV materials. The goal of the ARRA-funded PV Materials project is to make the US solar industry a world leader in the manufacture of thin film photovoltaics by collaborating with industry to apply a fundamental understanding of solar cell materials. Many industry partners will benefit by inclusion of this capability in the suite of tools available at ORNL to assist industry in improving manufacturing processes to improve yield and efficiency of PV materials.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-0910-0331, Allottee: 30 B&amp;R Code/Program Value: ED1904032-1004383 Project Code: 2004320</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of</p>			

EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Harvey Wong, On behalf of Isaac Chan, Program Manager	Signature: 8fc7fd03-cd1a-4cd5-a1e2-def6e1dd06896	Date: 9/22/2010
17. DOE Field Organization Official:		
Name (typed): M. C. Branton	Signature: M. C. Branton	Date: 9-23-2010
18. Contractor's Authorized Representative:		
Name (typed): D. Christensen	Signature: DC	Date: 9/23/10
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/23/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year.		

FED 10-6029RA AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders. Milestone 5.1 Complete and install at least one heat exchanger system with cold formed TI sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications. Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans

Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.  
Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Solicitation/Project Title: Advanced Materials RD&D In Support of EERE Needs to Advance Clean Energy Technologies		1b. Work Proposal Number (If applicable):
2. Headquarters Program Point of Contact: Name: Chien-Wei Li                      Organization Code:                      Telephone No: (202) 287-5901		
3. Headquarters Budget Point of Contact: Name: Norman Hurwitz                      Organization Code: EE-3B                      Telephone No: (202) 287-5588		
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zel
6. Responsible Field Element: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Craig Blue                      Telephone No: (865) 574-4351
8. Work Authorization Number* IF-470002-20421-10		9. Revision Number: 10
10. Funds Authorized:		
B&R Code	Previous	Change
ED1904032-05794-1004383 (2009)	<del>\$1,112,896</del> \$1,078,923	\$34,073
		Current
		<del>\$1,147,869</del> \$1,112,996
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009
		13. Expected Completion Date: 09/30/2010 <i>2011 MAR</i>
14. Statement of Work:		
<b>Specific Recovery Act Statement of Work</b>		
<p>Carryover and capital equipment funding in the amount of \$34,073 is authorized for ED1904032-05794-1004383-IMF (2009). These funds are made available for Solicitation #20421 - <i>Advanced Materials RD&amp;D In Support of EERE Needs to Advance Clean Energy Technologies</i>. Funding is being converted from operating funds to capital funds. Funds will be used for the photovoltaic project to cover the additional cost of the deep level transient spectroscopy (DLTS) system. DLTS is a critical tool for the study of defects in PV materials. The goal of the ARRA-funded PV Materials project is to make the US solar industry a world leader in the manufacture of thin film photovoltaics by collaborating with industry to apply a fundamental understanding of solar cell materials. Many industry partners will benefit by inclusion of this capability in the suite of tools available at ORNL to assist industry in improving manufacturing processes to improve yield and efficiency of PV materials.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p>		
<b>ARRA funding information:</b>		
Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30		
B&R Code/Program Value: ED1904032-1004383		
Project Code: 2004320		
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of		

EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Harvey Wong, On behalf of Isaac Chan, Program Manager:	Signature: 8fc7fd03-cd1a-4cd5-a1e2-defe1dd06396	Date: 9/22/2010
17. DOE Field Organization Official:		
Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 9-23-2010
18. Contractor's Authorized Representative:		
Name (typed): DC Christensen	Signature: DC Christensen	Date: 9-23-2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/23/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year.		

FED 10-6029RA AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

## ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

### Section A: Contractor Recovery Act Schedule or Milestone Requirements

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Milestone 5.1 Complete and install at least one heat exchanger system with cold formed Ti sheets for evaluation at a company site for testing and evaluation in a test loop system; Month 19

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Milestone 5.1: Successfully fabricate component 1 using materials fabricated through new processing technology; Month 21

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications. Milestone 3.2 Demonstration of scaled up production of carbon materials for energy storage application; Month 19

Task 4 - AFA Steels. Milestone 2.4 Report relative performance of AFA steels in four application relevant environments; Month 24

Task 5 - CF8C-Plus Cast Stainless Steels. Milestone 4.1 Report on the potential for cast AFA components based on creep and environmental resistance; Month 22

Task 6 - Materials & Processing for Advanced Batteries. Milestone 4.1 Scaling of processing; Month 25

Task 7 - Photovoltaic Materials. Milestone 1.7 Third round research completed; Month 20

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys. Milestone 4.1 Develop process parameters for continuous feed production line that includes a TMP magnetic processing stage; Month 19

### Section B: Contractor Recovery Act Performance Outcomes and Measures

All tasks described under this effort will be completed by 9-30-2011, within the budget allocated to each task. Completion of each task will be determined by the submission of a final task report to the sponsor's designated representative.

### Section C: Contractor Recovery Act Deliverables

Task 1 - Commercialization of Titanium Heat Exchangers Fabricated from New Powders.  
Deliverable, Final Report

Task 2 - Shear Rolling of Magnesium Sheet for Energy, Transportation, and Defense Applications.  
Deliverable, Final Report

Task 3 - Commercialization of New Carbon Fiber Materials Based on Sustainable Resources for Energy Applications.  
Deliverable, Establish Commercialization Plans

Task 4 - AFA Steels.  
Deliverable, Completed evaluation of as-cast AFA steel properties for cast components.

Task 5 - CF8C-Plus Cast Stainless Steels.  
Deliverable, Completed evaluation of slurry-coated CF8C-Plus steel properties

Task 6 - Materials & Processing for Advanced Batteries.  
Deliverable, Develop deposition and drying procedure for lithium ion battery coatings (electrodes and ceramic composite separators) maintaining nano-scale feature and lab-scale performance

Task 7 - Photovoltaic Materials.  
Deliverable, Final Report

Task 8 - Magnetic Processing of Steel Strip and Next Generation Alloys.  
Deliverable, Final Report



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Carbon Fiber Technology Center		1b. Work Proposal Number (If applicable): AOP #ORNL_SOW_020210	
2. Headquarters Program Point of Contact: Name: Carol Schutte                      Organization Code: EE-2G                      Telephone No: (202) 287-5371			
3. Headquarters Budget Point of Contact: Name: Timothy Murphy                      Organization Code: EE-3B                      Telephone No: (202) 586-7128			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Mary Rawlins                      Telephone No: (423) 576-4507	
8. Work Authorization Number:* BA-470002-20886-10		9. Revision Number: 5 *	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EB3603000-05794-1005301	<del>\$34,773,500</del> \$20,073,500 <i>mk</i>	\$1,750,000	<del>\$36,523,500</del> \$21,823,500 <i>mk</i>
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010 <i>2010</i>		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <i>2013</i>
14. Statement of Work:			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Funding in the amount of \$1,750,000 is authorized for EB3603000-05794-1005301-Lab Call Facilities. These funds are made available for Project #20886 - Carbon Fiber Technology Center. These funds are to be distributed to Agreement #20921 - Carbon Fiber Technology Center - Equipment Portion. The purpose of this action is to move funds from capital equipment to operating funds to support the Carbon Fiber Technology Center. These funds will be used to help establish an open but controlled-access national facility that can be used by industry, academia, and national laboratories in partnership with ORNL researchers to: (i) demonstrate scalability of LCCF technology; (ii) produce quantities of LCCF needed for material and process evaluations by original equipment manufacturers and their suppliers in multiple industries; and (iii) demonstrate low-cost, high volume PMC technology. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB3603000-1005301 Project Code: 2004140</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			

\* Revision 3 + 4 of this WAS are not approved.  
Revision 5 accurately reflects scope and funding. *mk*

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Scott E. Hine, Acting Deputy Assistant Secretary for Business Administration	Signature: d95613be-28a2-4ba3-8c8b-a2583de56b47	Date: 9/3/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-16-2010
18. Contractor's Authorized Representative:		
Name (typed): D.P. Christensen	Signature: [Signature]	Date: 9-16-2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/16/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-7150-RA AFP Sep

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL will continually use its established in-house quality control and project performance evaluation procedures to ensure that the conduct of this project is in consistency with the guidelines and requirements of the American Recovery and Reinvestment Act of 2009; it will continually monitor and measure the progress made for this project, taking corrective steps when needed; and will use the services of both in-house personnel and outside experts to accomplish such outcome.

**Section C: Contractor Recovery Act Deliverables:**

(CD-1: Alternative selection and cost range approval 6/30/2010) (CD-2 Performance baseline approval 11/30/2010); (CD-3 Carbon fiber and composites research building construction approval 5/30/2011); (CD-4 and project closeout 12/30/2011)

FED 10-7073-RA AFP Apr

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Carbon Fiber Technology Center		1b. Work Proposal Number (if applicable): AOP #ORNL_SOW_020210	
2. Headquarters Program Point of Contact: Name: Carol Schulte                      Organization Code: EE-2G                      Telephone No: (202) 287-5371			
3. Headquarters Budget Point of Contact: Name: Timothy Murphy                      Organization Code: EE-3B                      Telephone No: (202) 586-7128			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Mary Rawlins                      Telephone No: (423) 576-4507	
8. Work Authorization Number: BA-470002-20886-10		9. Revision Number: 6	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
EB3603000-05794-1005301	<del>\$34,773,500</del> \$21,823,500	<del>\$33,023,500</del> \$12,950,000	<del>\$67,797,000</del> \$34,773,500
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010 <del>2010-2010</del> <i>mam</i>		12. Work Start Date: 10/01/2009	13. Expected Completion Date: 09/30/2010 <del>2010</del>
14. Statement of Work:  Specific Recovery Act Statement of Work Capital equipment funding in the amount of \$33,023,500 is authorized for EB3603000-05794-1005301-Lab Call Facilities. These funds are made available for Project #20886 - Carbon Fiber Technology Center. These funds are to be distributed to Agreement #20921 - Carbon Fiber Technology Center - Equipment Portion. The purpose of this action is to allow \$30,000,000 to be identified as a major item of equipment (MIE #0473194). The balance of \$3,023,500 remains as other capital equipment. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.  ARRA funding information:  Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EB3603000-1005301 Project Code: 2004140  Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official:			

Name (typed): Scott E. Hine, Acting Deputy Assistant Secretary for Business Administration	Signature: d95613be-28a2-4ba3-8c8b-a2583de56b47	Date: 9/3/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-16-2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: [Handwritten Signature]	Date: 9-16-2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/16/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-7150-RA AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL will continually use its established in-house quality control and project performance evaluation procedures to ensure that the conduct of this project is in consistency with the guidelines and requirements of the American Recovery and Reinvestment Act of 2009; it will continually monitor and measure the progress made for this project, taking corrective steps when needed; and will use the services of both in-house personnel and outside experts to accomplish such outcome.

**Section C: Contractor Recovery Act Deliverables:**

(CD-1: Alternative selection and cost range approval 6/30/2010) (CD-2 Performance baseline approval 11/30/2010); (CD-3 Carbon fiber and composites research building construction approval 5/30/2011); (CD-4 and project closeout 12/30/2011)

FED 10-7073-RA AFP Apr

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (if applicable): AOP #2004160	
2. Headquarters Program Point of Contact: Name: David McAndrew      Organization Code: EE-2L      Telephone No: (202) 586-7722			
3. Headquarters Budget Point of Contact: Name: Tomiko Williams-Edwards      Organization Code:      Telephone No: (202) 586-2828			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley      Telephone No:	
8. Work Authorization Number:* FB-470002-20454-09		9. Revision Number: 8	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EL1702010-05794-1004578	\$656,000 <del>\$100,000</del> WCL	(\$100,000)	\$556,000 <del>\$0</del> WCL
11. Performance period covered by funds: From: <del>10/01/2008</del> To: <del>09/30/2009</del> 9/1/2010		12. Work Start Date: <del>10/01/2008</del> 9/1/2010 WCL	
		13. Expected Completion Date: <del>09/30/2009</del> 2010 WCL	
14. Statement of Work: WCL			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Funding in the amount of (\$100,000) is withdrawn from EL1702010-05794-1004578-ESPC. These funds were made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds were to be distributed to Agreement #19143 - UESC Project Support ORNL in accordance with AOP #2004160. These funds are being deobligated and immediately reobligated at ORNL in order to accommodate the new description of work for these funds. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EL1702010-1004578 Project Code: 2004160 WCL</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

9/1/2010  
WCL

09-1216-RA1

16. Work Authorization Program Official:		
Name (typed): Scott Richlen, Acting Program Manager	Signature: bb624f1a-b62b-45d9-abe8-b8383882923d	Date: 8/25/2010
17. DOE Field Organization Official:		
Name (typed): M.S. BANTON	Signature: M.S. Banton	Date: 9-22-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. christensen	Signature: D.C. christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 09-1216-RA1 AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Enhance and Accelerate FEMP Service Functions to the Federal Government		1b. Work Proposal Number (If applicable): AOP #2004160	
2. Headquarters Program Point of Contact: Name: David McAndrew      Organization Code: EE-2L      Telephone No: (202) 586-7722			
3. Headquarters Budget Point of Contact: Name: Tomiko Williams-Edwards      Organization Code:      Telephone No: (202) 586-2828			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Julia Kelley      Telephone No:	
8. Work Authorization Number:* FB-470002-20454-09		9. Revision Number: 9	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
EL1702010-05794-1004578	\$655,000 \$0 WCL	\$100,000	\$755,000 \$100,000 WCL
11. Performance period covered by funds: From: <del>10/01/2008</del> To: 09/30/2010		12. Work Start Date: <del>10/01/2008</del> 9/1/2010 WCL	13. Expected Completion Date: 09/30/2010
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Funding in the amount of \$100,000 is authorized for EL1702010-05794-1004578-ESPC. These funds are made available for Project #20454 - Enhance and Accelerate FEMP Service Functions to the Federal Government. These funds are to be distributed to Agreement #19143 - UESC Project Support ORNL in accordance with AOP #2004160. ARRA Project# 2004160- Enhance and Accelerate FEMP Service Functions to the Federal Government. Recovery Act TAS 8909/100331.91, Project #2004160. Oak Ridge National Laboratory will provide technical assistance, customized training and project support to facilitate the development of Utility Partnership projects for federal agencies. This support will include technical assistance to the joint Army/Marine Henderson Hall site and potentially other federal sites as project opportunities develop. It will also include an assessment of the potential to capture and utilize hydrogen gas which is currently being vented by the NASA Stennis Space Center. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE. <b>ARRA funding information:</b> Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: EL1702010-1004578 Project Code: 2004160 WCL Attachment A, Contractor Recovery Act Performance Requirements, Identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of			

9/1/2010  
WCL

09-123B-RA1

EERE laboratory appraisal process.		
15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Scott Richien, Acting Program Manager	Signature: 11f7bb48-f71d-4a2e-b7ff-2288d9511995	Date: 8/25/2010
17. DOE Field Organization Official:		
Name (typed): M.G. Branton	Signature: M.G. Branton	Date: 9-22-10
18. Contractor's Authorized Representative:		
Name (typed): P.C. Christensen	Signature: P.C. Christensen	Date: 23 Sep 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED-09-1238-RA1 AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements.**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Schedule or Milestone Requirement: Complete assessment of hydrogen gas at NASA Stennis Space Center by September 30, 2010.
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Outcome and Measure: Telephone conference discussion of completed assessment results to be held with key contacts at NASA Stennis Space Center to determine how they will implement assessment results.
Section C: Contractor Recovery Act Deliverables:
Deliverable: Finalization of assessment will be logged and tracked in DOE's FEMP Central Database.

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: Technical Assistance to the Office of Energy Efficiency and Renewable Energy, DOE		1b. Work Proposal Number (if applicable): AOP #N/A	
2. Headquarters Program Point of Contact: Name: Thomas Heavey      Organization Code: EE-3B      Telephone No: (202) 586-4501			
3. Headquarters Budget Point of Contact: Name: Thomas Heavey      Organization Code: EE-3B      Telephone No: (202) 586-4501			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: <del>Tammy Blaine</del> <i>MICHELLE MARTIN</i> Telephone No: (865) <del>678-5460</del> <i>574</i>	
8. Work Authorization Number: -470002-21195-10		9. Revision Number: 1	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
EB5100000-05794-1005098 (2009)	\$0	\$140,844	\$140,844
11. Performance period covered by funds: From: 9/21/2010 To: <del>09/30/2010</del> <i>2010</i>		12. Work Start Date: 9/21/2010	13. Expected Completion Date: 09/30/2015
14. Statement of Work: <b>ARRA</b>			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of \$140,844 is authorized for EB5100000-05794-1005098-Prog Dir (2009). These funds are made available for CPS Project #21195 - <i>Technical Assistance to the Office of Energy Efficiency and Renewable Energy, DOE</i>. These funds are to be distributed to CPS Agreement #23139 - ORNL Technical Assistance to EERE/ORO. Provide technical and logistical assistance to EERE and ORO, to include technical advice and support, peer and merit review services, and other related meeting and workshop support. Expected services include, but are not limited to conducting both independent reviews and Federal panel reviews designed to evaluate and select applications. Inherent in this task are the logistical duties around selection of a review site and application in response to funding opportunity announcements selected by the DOE program staff. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p>Fund: 05794, Appropriation: 09-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB5100000-1005098 Project Code: 2004040</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official:			
Name (typed): A. Avon Meacham, Director OPBA	Signature: <i>A. Avon Meacham</i>	Date: <i>9/20/2010</i>	

8688  
NCL

10-12155

17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: <i>M.G. Branton</i>	Date: 9-22-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. CHRISTENSEN	Signature: <i>D.C. Christensen</i>	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

10-12155

**Attachment A - Contractor Recovery Act Performance Requirements**

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
Provide technical assistance and prepare documents in accordance with EERE program direction schedule.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
Provide timely technical assistance and documents as required.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Technical assistance provided and documents prepared in accordance with EERE program direction.

# ATTACHMENT 2

## FINANCIAL PLAN REPORTS

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: September 10, 2010 at 11:24:05 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05846	BW	3123742	TD5011000	25400	0000000	2006000	0000000		0.00	200,000.00	-200,000.00	0.00	0.00
<b>Total for Program Parent/Control Point: TD5011000</b>										0.00	200,000.00	-200,000.00	0.00	0.00
<b>Total for Fund Type: BW</b>										0.00	200,000.00	-200,000.00	0.00	0.00
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	483,191.00	0.00	483,191.00	1,138,220.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,769,504.00	0.00	4,769,504.00	9,769,117.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	5,252,695.00	0.00	5,252,695.00	11,613,102.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004430	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,073,500.00	0.00	20,073,500.00	20,073,500.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	4,200,000.00	0.00	4,200,000.00	4,200,000.00
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	24,273,500.00	0.00	24,273,500.00	24,273,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	0.00	1,924,000.00	3,844,000.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	259,361.00	0.00	259,361.00	259,361.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	350,000.00	0.00	350,000.00	500,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	609,361.00	0.00	609,361.00	759,652.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	0.00	8,741,079.00	19,143,028.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	0.00	0.00	4,490,655.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	165,000.00	0.00	165,000.00	811,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	165,000.00	0.00	165,000.00	2,315,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34

Financial Plan Number: 14  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

Fiscal Year: 2010  
 Fiscal Month: 12

## Financial Plan Report - Detail

Site: OR  
 Report Generated on: September 10, 2010 at 11:24:05 AM  
 Report: RFP0001  
 Page 2 of 3

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for Program Parent/Control Point: WI1100000										2,477,283.34	0.00	0.00	0.00	2,477,283.34
Total for Fund Type: ZT										32,252,536.72	66,248,191.00	0.00	66,248,191.00	98,500,727.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-1,700,000.00	0.00	-1,700,000.00	15,089,712.89
Total for Program Parent/Control Point: WI1001000										16,789,712.89	-1,700,000.00	0.00	-1,700,000.00	15,089,712.89
Total for Fund Type: ZV										16,789,712.89	-1,700,000.00	0.00	-1,700,000.00	15,089,712.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	20,536,000.00	0.00	20,536,000.00	32,104,008.19
Total for Program Parent/Control Point: WI0702000										11,568,008.19	20,536,000.00	0.00	20,536,000.00	32,104,008.19
Total for Fund Type: ZW										11,568,008.19	20,536,000.00	0.00	20,536,000.00	32,104,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Program Parent/Control Point: WI0300000										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Fund Type: ZX										0.00	10,700,000.00	0.00	10,700,000.00	10,700,000.00
Total for Recipient Code: OR										60,610,257.80	95,984,191.00	-200,000.00	95,784,191.00	156,394,448.80
Total for Reporting Entity: 470002										60,610,257.80	95,984,191.00	-200,000.00	95,784,191.00	156,394,448.80
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										60,610,257.80	95,984,191.00	-200,000.00	95,784,191.00	156,394,448.80



Financial Plan Number: 14  
Fiscal Year: 2010  
Fiscal Month: 12  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

**Financial Plan Report - Detail**

Site: OR  
Page 3 of 3  
Report: RFP0001  
Report Generated on: September 10, 2010 at 11:24:05 AM

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-200,000.00
Grand Total:	-200,000.00
Total Non-Appropriated Funds:	0.00

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## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: September 24, 2010 at 10:44:47 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	483,191.00	0.00	483,191.00	1,138,220.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,769,504.00	0.00	4,769,504.00	9,769,117.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	5,252,695.00	0.00	5,252,695.00	11,613,102.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004430	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	25400	0000000	2004140	0000000		0.00	0.00	1,750,000.00	1,750,000.00	1,750,000.00
<i>AY 2009 - Work Authorization # BA-470002-20886-10 \$1,750,000 Rev 5; Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	20,073,500.00	9,926,500.00	30,000,000.00	30,000,000.00
<i>AY 2009 - WAS #: BA-470002-20886-10 \$20,000,000; Move funding to Major Item of Equipment: Carbon Fiber Semiproduction Equipment MIE: 01VP; WAS #: BA-470002-20886-10 Rev 2 \$73,500, Rev 6 \$9,926,500; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	4,200,000.00	3,023,500.00	7,223,500.00	7,223,500.00
<i>AY 2009 - WAS Number: BA-470002-20842-10, \$900K; Work Authorization Number: BA-470002-20842-10, Rev 4, \$3,300K; WAS Number: BA-470002-20886-10, Rev 6 \$3,023,500 : Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	24,273,500.00	14,700,000.00	38,973,500.00	38,973,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	1,924,000.00	266,870.00	2,190,870.00	4,110,870.00
<i>AY 2009 - Work authorization number GT-470002-20685-09 Rev 0 (\$579,000), Rev 1 (\$651,000), 2(\$90,000), and 3 (\$600,000) for a total of \$1,920,000; Work authorization number GT-470002-20685-10 Rev 9 \$97,325, Rev 10 \$82,460, Rev 11 \$61,325, Rev 12 \$25,760; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1005101	EB4005040	25400	0000000	2004230	0000000		0.00	0.00	400,000.00	400,000.00	400,000.00
<i>AY 2009 - Work Authorization Number GT-470002-21123-10, \$400,000, Rev 1; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	1,924,000.00	666,870.00	2,590,870.00	4,510,870.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	259,361.00	140,844.00	400,205.00	400,205.00
<i>AY 2009 - Work Authorization Number: 471999-20758-10B \$350,205; WAS Number: 470002-21045-10 moves \$180,000 from CPS Project # 20758 on WAS 471999-20758-10B to new task (CPS Project 21045); WAS Number: 471999-20758-10C, \$&lt;90,844&gt;; WAS Number 470002-21195-10 Rev 1, \$140,844; Appropriation Number 8909/100331</i>														
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	350,000.00	0.00	350,000.00	500,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	609,361.00	140,844.00	750,205.00	900,496.32

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Report Generated on: September 24, 2010 at 10:44:47 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,741,079.00	-547,373.00	8,193,706.00	18,595,655.12
<i>AY 2009 - Work Authorization Number: IF-470002-20421-10 \$8,408,822; Work Authorization Number: IF-470002-20421-10 Rev 1 \$332,257, Rev 9 moves \$34,073 from OE to CE, Rev 11 moves \$513,300 from OE to CE; Appropriation Symbol: 8909/100331</i>														
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	0.00	547,373.00	547,373.00	5,038,028.42
<i>AY 2009 - Work Authorization Number: IF-470002-20421-09; Work Authorization Number: IF-470002-20421-10, Rev 10 moves \$34,073 from OE to CE, Rev 12 moves \$513,300 from OE to CE; Appropriation Number: 8909/100331</i>														
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	165,000.00	0.00	165,000.00	811,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	165,000.00	0.00	165,000.00	2,315,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	66,248,191.00	15,507,714.00	81,755,905.00	114,008,441.72
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-1,700,000.00	1,498,921.00	-201,079.00	16,588,633.89
<i>AY 2009 - WAS WI-470002-20458-09 \$16,800,000; WAS WI-470002-20458-09 Rev 3 (\$4,700,000); WAS WI-470002-20458-10, Rev 1 \$1,500,000, Rev 3 \$30,000; WAS WI-470002-20458-10, Rev 2, \$1,500,000; WAS WI-470002-20458-10 Rev 5 \$&lt;1,656,079&gt;; WAS WI-470002-20440-10 Rev 7 \$125,000, Rev 9, \$1,656,079, Rev 10 \$1,343,92</i>														
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	-1,700,000.00	1,498,921.00	-201,079.00	16,588,633.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	-1,700,000.00	1,498,921.00	-201,079.00	16,588,633.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	20,536,000.00	2,500,000.00	23,036,000.00	34,604,008.19
<i>AY 2009 - WI-470002-18777-09, \$5.8M; WI-470002-20443-09, \$6M; WI-470002-20455-10, \$5.8M; WI-470002-20994-10, \$3M; WI-470002-20455-10, \$6M; WI470002-20994-10, Rev2, &lt;\$3M&gt;; WI470002-20455-10, Rev2, \$.736M; WI470002-21026-10, \$8M, Rev2 \$1M, Rev 3 \$1M; WI-470002-21240-10 Rev 1 \$.2M, Rev 2 \$.3M: 8909/1003</i>														
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	20,536,000.00	2,500,000.00	23,036,000.00	34,604,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	20,536,000.00	2,500,000.00	23,036,000.00	34,604,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	10,700,000.00	610,000.00	11,310,000.00	11,310,000.00
<i>AY 2009 - Work Authorization number WI-470002-20440-10 Rev 1 \$4,700,000, Rev 2 \$2,000,000, Rev 3 &lt;\$1,000,000&gt;, Rev 5 \$10,000, Rev 7 \$125,000, Rev 8 \$475,000; Work Authorization number WI-471999-20440-10 Rev 1 \$5,000,000; Appropriation Symbol 8909/100331</i>														
<b>Total for Program Parent/Control Point: WI0300000</b>										0.00	10,700,000.00	610,000.00	11,310,000.00	11,310,000.00
<b>Total for Fund Type: ZX</b>										0.00	10,700,000.00	610,000.00	11,310,000.00	11,310,000.00
<b>Total for Recipient Code: OR</b>										60,610,257.80	95,784,191.00	20,116,635.00	115,900,826.00	176,511,083.80
<b>Total for Reporting Entity: 470002</b>										<del>60,610,257.80</del>	<del>95,784,191.00</del>	<del>20,116,635.00</del>	<del>115,900,826.00</del>	<del>176,511,083.80</del>
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	95,784,191.00	20,116,635.00	115,900,826.00	176,511,083.80

Financial Plan Number: 15  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 12

**Financial Plan Report - Detail**

OR222725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Site: OR

Page 3 of 3  
Report: RFP0001

Report Generated on: September 24, 2010 at 10:44:47 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	20,116,635.00
Grand Total:	20,116,635.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 453	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009330	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2. Net Increase: \$2,700,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0328::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/27/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification. The attached Financial Plan includes Office of Electricity Delivery and Energy Reliability (EDER) Work Authorization No. TD-470002-20803-10, Revision No. 1, for the project entitled “M&O Support - Technical Support”. This Work Authorization was initially included in the financial plan issued under contract modification 445 for Office of Energy Efficiency and Renewable Energy activities followed by a corrective adjustment in a financial plan included with contract modification 452,

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$2,700,000 to the contract. This action involves the obligation and reprogramming of Recovery Act funding involving EDER projects. The Work Authorizations for these projects are reflected in section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$2,700,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,510,092,628.09 to \$11,512,792,628.09.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
TD-470002-20800-10 (Revision No. 1) Agreement #20117	M&O Support - Analysis
TD-470002-20800-10 (Revision No. 2) Agreement #20117	M&O Support - Analysis
TD-470002-20803-10 (Revision No. 1) Agreement #21793	M&O Support – Technical Support
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
  
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: M&O Support - Analysis		1b. Work Proposal Number (if applicable): AGP #999	
2. Headquarters Program Point of Contact: Name: Joseph Paladino      Organization Code:      Telephone No: (202) 586-8916			
3. Headquarters Budget Point of Contact: Name: Monica Bradley      Organization Code: OE-1.1      Telephone No: (202) 586-5517			
4. Responsible Program: Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Russ Lee      Telephone No:	
8. Work Authorization Number: TD-470002-20800-10		9. Revision Number: 1*	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
TD5011000-05846-3123742 (2009)	\$1,400,000	\$12,000,000	\$13,400,000
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2012 <b>2010</b> <i>max 10/01/2009</i>		12. Work Start Date: 7/1/2010	13. Expected Completion Date: 09/30/2012
14. Statement of Work: <i>WCL</i>			
<p><b>Specific Recovery Act Statement of Work</b>            Carryover funding in the amount of \$12,000,000 is authorized for TD5011000-05846-3123742-Smart Grid Invest Prg (2009). These funds are made available for Project #20800 - M&amp;O Support - Analysis. These funds are to be distributed to Agreement #20117 - ORNL Consumer Behavior Study and Cost/Benefit Analysis for Smart Grid Investment Grant Applications in accordance with AOP #999. The effort is to provide data management and analysis support for ARRA smart grid project activities, including conducting benefits estimation. The effort also includes reviewing and providing recommendations to award recipients' metrics and benefits plans, supporting the establishment of data and analysis requirements, performing analysis, and packaging and conveying results. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE.</p> <p><b>ARRA funding information:</b>            Fund: 05846, Appropriation: 89-09/10-0331, Allottee: 30            B&amp;R Code/Program Value: TD5011000-3123742            Project Code: 2006000</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule of Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of OE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			

\* B&R O FOR THIS TASK IS UNDER W/A TO - 470002 - 20-387 - 10

16. Work Authorization Program Official:		
Name (typed): Henry Kennington, Deputy Assistant Secretary	Signature: 77500592-521d-4c32- 978b-9a25032ee239	Date: 6/22/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-22-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLON	Signature: Mark A. Millon	Date: 8/26/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

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Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
SEC ATTACHED
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

TD-470002-20800-10, 1

B&R Code: TD5011000-05846-3123742 (2009)  
Work Authorization Number: TD-470002-20800-10, rev. 1  
SGIG Smart Grid Metrics and Benefits Analysis

Attachment A: Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements

- |   |   |
|---|---|
| 1. Completion and DOE OE Acceptance of "Metrics and Benefits Data Reporting Plans" for selected SGIG projects (approximately 20)    | 12/31/2010  |
| 2. Successful inputting of initial sets of build and impact metrics data for selected SGIG projects into the smartgrid.gov data hub | 9/30/2011   |
| 3. Completed analyses of metrics and benefits of the SGIG program, including (but not limited to):                                  | 9/30/2015, or as determined by mutual agreement of the contractor and DOE |
| a) Estimates of ARRA SGIG impacts and benefits  |   |
| b) OE ARRA SGIG Performance Metrics   |   |
| c) Job creation and retention   |   |
| d) Other analyses as listed under Section B, Item 3 below   |   |

Section B: Contractor Recovery Act Performance Outcomes and Measures

1. Reviews and memoranda that provide critiques and recommendations for selected SGIG award recipients' Metrics and Benefits Reporting Plans (approximately 20); supported by Guidance Memoranda on data and analysis requirements, methods for estimating key build and impact metrics.
2. Support of data compilation and data submission activities for selected SGIG projects-- in terms of their providing quality-assured metrics and benefits data on their projects' performance to the smartgrid.gov web site
3. Results of analyses, and presentations and reports, on:
  - a) Impacts and benefits of ARRA projects
    - Interim estimates of the build, impacts and benefits of the SGIG program based in interim data provided by projects
    - Final estimates of the build, impacts and benefits of the SGIG program, following the benefits framework that defines a breakdown of benefits (i.e., economic, reliability, environmental, and different types of security benefits) -- along with identifying the different groups that benefit (i.e., utilities and others delivering electricity, consumers, and society at large)
  - b) Estimated and/or calculated OE ARRA Performance Metrics, e.g., --
    - Number of smart meters deployed.
    - Number of automated distribution circuits
    - The portion of transmission system visible with synchrophasor technology
    - % reduction in annual bill for consumers with smart meters, enabling technologies, and dynamic pricing
    - % reduction in peak demand from consumers with smart meters, enabling technologies, and dynamic pricing

- % decrease in annual operations and maintenance costs for distribution circuits with automated equipment
  - % average reduction in the length of power outages experienced by customers on distribution circuits with distribution automation
  - Reduction in geographic scope, frequency and duration of power outages caused by problems on the bulk power system (transmission system)
  - Annual reduction in wasted energy (line losses) in distribution circuits with advanced control technology (as measured in kilowatt hours) and associated reduction in emissions of CO<sub>2</sub>, NO<sub>x</sub> and SO<sub>x</sub>
  - % reduction in emissions of CO<sub>2</sub>, NO<sub>x</sub> and SO<sub>x</sub> associated with decreased electricity consumption and peak demand by customers with smart meters, enabling technologies, and dynamic pricing
- c) Job creation and retention – the numbers and types of jobs, and the types of Smart Grid projects and deployments that create and retain these jobs
  - d) Consumers' attitudes and concerns about smart metering and dynamic pricing, and recommendations on ways of addressing concerns
  - e) Lessons learned about enhancing market acceptance and use of distributed generation resources and renewable energy technologies, including plug-in vehicles
  - f) Projected benefits of SGIG projects after deployments are they are completed, and extrapolated estimates of nationwide build-out of Smart Grid systems
  - g) Findings on the types of Smart Grid deployments which are more effective under different circumstances, based on SGIG project data
  - h) Lessons learned with respect to issues, barriers and solutions to deploying Smart Grid technologies
  - i) Improving the bases for business-case calculations, which electric utilities perform to support their rate-request submissions to state regulators
    - Summarizing results and meta-analysis of the behavioral analyses on changes in consumer behavior, and the factors affecting those changes, in response to different types of smart meter technologies, information, and rates
    - Estimates of the benefits to consumers
  - j) Other SGIG program progress, findings and accomplishments

### Section C: Contractor Recovery Act Deliverables

1. Technical memoranda evaluating and making recommendations for revisions (if needed) of selected SGIG projects' Metrics and Benefits Reporting Plans (approximately 20)
2. Input data sets on the first quarterly build metrics submission and the first semi-annual submission successfully uploaded onto smartgrid.gov
3. (a) Technical memoranda and reports on impacts and benefits of selected ARRA SGIG projects  
 (b) Submission of OE ARRA SGIG Performance Metrics to OMB  
 (c) Technical memoranda and reports on each of the analyses and studies listed under Section B, Item 3 above.

Abbreviations used in Attachment A	Meaning
ARRA:	American Recovery and Reinvestment Act of 2009
CO <sub>2</sub> , NO <sub>x</sub> and SO <sub>x</sub> :	Carbon dioxide, nitrogen oxides and sulfur oxides
DOE:	U.S. Department of Energy
OE:	Office of Electricity Delivery and Energy Reliability
OMB:	Office of Management and Budget
SGIG:	Smart Grid Investment Grant (program funded by ARRA)

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: M&O Support - Analysis		1b. Work Proposal Number (if applicable): AOP #999	
2. Headquarters Program Point of Contact: Name: Joseph Paladino      Organization Code:      Telephone No: (202) 586-6916			
3. Headquarters Budget Point of Contact: Name: Monica Bradley      Organization Code: OE-1.1      Telephone No: (202) 586-5517			
4. Responsible Program: Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Russ Lee      Telephone No:	
8. Work Authorization Number:* TD-470002-20800-10		9. Revision Number: 2	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
TD5011000-05846-3123742 (2009)	\$13,400,000	(\$9,500,000)	\$3,900,000
11. Performance period covered by funds: From: 10/01/2009 To: 09/30/2010		12. Work Start Date: 10/01/2009 9/1/2010 NCL	
13. Expected Completion Date: 09/30/2010 12 NCL			
14. Statement of Work: <b>Specific Recovery Act Statement of Work</b> Carryover funding in the amount of (\$9,500,000) is withdrawn from TD5011000-05846-3123742 Smart Grid Invest. Prg (2009). These funds were made available for Project #20800 - M&O Support - Analysis. These funds were to be distributed to Agreement #20117 ORNL Cost/Benefit Analysis for Smart Grid Investment Grant Applications in accordance with AOP #999. The program needs to apply the funding to a separate, but complementary activity. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE. <b>ARRA funding information:</b> Fund: 05846, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: TD5011000-3123742 Project Code: 2006000 Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of OE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official:			

Name (typed): Henry Kenchington, Deputy Assistant Secretary	Signature: ed0e64a7-b4bf-48af-9784- 2c084efe80ad	Date: 9/9/2010
17. DOE Field Organization Official:		
Name (typed): M.G. BRANTON	Signature: M.G. Branton	Date: 9-22-10
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 23 Sept 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLER	Signature: Mark A. Miller	Date: 9/22/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-11981 AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: M&O Support - Technical Support		1b. Work Proposal Number (if applicable): AOP # 2006000	
2. Headquarters Program Point of Contact: Name: Philip Overholt                      Organization Code:                      Telephone No: (202) 586-8110			
3. Headquarters Budget Point of Contact: Name: Monica Bradley                      Organization Code: OE-1.1                      Telephone No: (202) 586-5517			
4. Responsible Program: Office of Electricity Delivery and Energy Reliability		5. Responsible Secretarial Officer: Patricia Hoffman	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Tom King, Jr.                      Telephone No: (865) 241-5756	
8. Work Authorization Number: TD-470002-20803-10		9. Revision Number: 1	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
TD5011000-05846-3123742 (2009)	\$0	\$200,000	\$200,000
11. Performance period covered by funds:                      12. Work Start Date:                      13. Expected Completion Date:			
From: <del>10/01/2009</del> To: 09/30/2012		<del>10/01/2009</del> 7/1/2010	09/30/2012
14. Statement of Work: <i>NCL</i>			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$200,000 is authorized for TD5011000-05846-3123742-Smart Grid Invest Prg (2009). These funds are made available for Project #20803 - M&O Support - Technical Support. These funds are to be distributed to Agreement #21793 - SGIG Electric Transmission Systems in accordance with AOP # 2006000. The ORNL person will participate in and assist OE in the annual review of the Smart Grid Investment Grant Electric Transmission Systems projects, to include assistance in preparing relevant agenda items, recommending possible areas of concern for review emphasis, participating in the actual on-site reviews and preparing reports as contributions to the review report on subject matters of concern and/or of innovative advancements to be more widely communicated. The ORNL person should have familiarity with synchrophasor technology, and some association and familiarity with the North American Synchrophasor Initiative, its task teams and technical resources. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to OE.			
<b>ARRA funding information:</b>			
Fund: 05846, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: TD5011000-3123742 Project Code: 2006000			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of OE laboratory appraisal process.			

15. Reporting Requirements (Status reports, scientific and technical information or similar):		
16. Work Authorization Program Official:		
Name (typed): Henry Kenchington, Deputy Assistant Secretary	Signature: 77500592-521d-4c32- 978b-9a25032ee239	Date: 6/22/2010
17. DOE Field Organization Official:		
Name (typed): Michele G. Branton	Signature: M.G. Branton	Date: 8/13/2010
18. Contractor's Authorized Representative:		
Name (typed): D.C. Christensen	Signature: D.C. Christensen	Date: 17 Aug 2010
19. DOE Contracting Officer (or delegated representative):		
Name (typed): Mark A. Million	Signature: Mark A. Million	Date: 8/9/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

FED 10-11513 AFP Jun

Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:



B&R Code: TD5011000-05846-3123742 (2009) <sup>20803</sup>  
Work Authorization Number: TD-~~470002-20000-10~~ WCL  
Smart Grid Investment Grant – Transmission Project Analyses

Attachment A: Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements

- |   |   |
|---|---|
| 1. Reviews and workshops, with NASPI, NERC and other national organizations on SGIG transmission projects | 12/31/2010  |
| 2. Annual on-site reviews of SGIG transmission projects   | 9/30/2011 and 9/30/2010   |
| 3. Completed analyses of metrics and benefits of the SGIG transmission projects                           | 9/30/2011 and 9/30/2012, or as determined by mutual agreement of the contractor and DOE |

Section B: Contractor Recovery Act Performance Outcomes and Measures

1. Participation in reviews and workshops, and development of recommendations, on SGIG transmission projects
2. Participation in on-site reviews and submission of reports on project performance, metrics, and/or innovative technical advancements so that SGIG transmission project performance, findings and accomplishments are more widely communicated
3. Review and assessment of SGIG transmission project metrics, including (but not limited to):
  - a) Calculations of the portion of each project's transmission system that is visible with synchrophasor technology
  - b) Reduction in the geographic scope, frequency and duration of power outages caused by problems on the bulk power system (transmission system)

Section C: Contractor Recovery Act Deliverables

1. Technical memoranda summarizing and making recommendations on SGIG transmission projects
2. Technical memoranda and reports on SGIG transmission project performance
3. Report on transmission system "build" and "impact" metrics, as described in Section B, Item 3

Abbreviations used in Attachment A	Meaning
ARRA:	American Recovery and Reinvestment Act of 2009
CO <sub>2</sub> , NO <sub>x</sub> and SO <sub>x</sub> :	Carbon dioxide, nitrogen oxides and sulfur oxides
DOE:	U.S. Department of Energy
OE:	Office of Electricity Delivery and Energy Reliability
NASPI:	North American SynchroPhasor Initiative
OMB:	Office of Management and Budget
SGIG:	Smart Grid Investment Grant (program funded by ARRA)

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 2  
 Fiscal Year: 2010  
 Fiscal Month: 12  
 Contract Modification Number: \*\* No MOD \*\*  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR  
 Report: RFP0001  
 Report Generated on: September 24, 2010 at 11:54:43 AM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05846	BW	3123742	TD5011000	25400	0000000	2006000	0000000		1,329,691.47	1,400,000.00	2,700,000.00	4,100,000.00	5,429,691.47
<i>AY 2009 - WAS number TD-470002-20389-09 Rev 1 \$150,000; WAS number TD-470002-20389-09 Rev 2 \$500,000;            WAS Number TD-470002-20389-10 \$1,400,000; WAs Number TD-470002-20803-10, Rev 1, \$200,000; WAS Number            TD-470002-20800-10 Rev 1, \$12,000,000, Rev 2, \$&lt;9,500,000&gt;;Appropriation Symbol: 8909/100328</i>														
<b>Total for Program Parent/Control Point: TD5011000</b>										1,329,691.47	1,400,000.00	2,700,000.00	4,100,000.00	5,429,691.47
<b>Total for Fund Type: BW</b>										1,329,691.47	1,400,000.00	2,700,000.00	4,100,000.00	5,429,691.47
<b>Total for Recipient Code: OR</b>										1,329,691.47	1,400,000.00	2,700,000.00	4,100,000.00	5,429,691.47
<b>Total for Reporting Entity: 470002</b>										1,329,691.47	1,400,000.00	2,700,000.00	4,100,000.00	5,429,691.47
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)</b>										1,329,691.47	1,400,000.00	2,700,000.00	4,100,000.00	5,429,691.47

Financial Plan Number: 2

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100328)

Report Generated on: September 24, 2010 at 11:54:43 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	2,700,000.00
Grand Total:	2,700,000.00
Total Non-Appropriated Funds:	0.00

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2. AMENDMENT/MODIFICATION NO. 454	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (if applicable)
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6. ISSUED BY CODE Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	7. ADMINISTERED BY (if other than Item 6) CODE Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$30,569,553.39

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

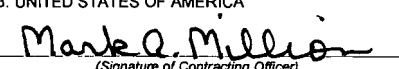
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,543,362,181.48. This represents an increase of \$30,569,553.39, from \$11,512,792,628.09 to \$11,543,362,181.48.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$6,800,415.74. Cumulative obligations of NAF since Modification 234 are \$122,942,012.43.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 09/27/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 455	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$20,683,525.64

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,564,045,707.12. This represents an increase of \$20,683,525.64, from \$11,543,362,181.48 to \$11,564,045,707.12.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  <u>Mark A. Million</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 09/27/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 456	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$711,615.73

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,564,757,322.85. This represents an increase of \$711,615.73, from \$11,564,045,707.12 to \$11,564,757,322.85.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 09/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 457	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,184,893.64

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,565,942,216.49. This represents an increase of \$1,184,893.64, from \$11,564,757,322.85 to \$11,565,942,216.49.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/28/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 458	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$17,475.73

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,565,924,740.76. This represents a decrease of \$17,475.73, from \$11,565,942,216.49 to \$11,565,924,740.76.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 09/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   1	
2. AMENDMENT/MODIFICATION NO. 459		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 10SC009294	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		5. PROJECT NO. (If applicable) 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT-OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$906,359.23

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,566,831,099.99. This represents an increase of \$906,359.23, from \$11,565,924,740.76 to \$11,566,831,099.99.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 460	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,148,543.69

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.


**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,567,979,643.68. This represents an increase of \$1,148,543.69, from \$11,566,831,099.99 to \$11,567,979,643.68.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 09/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
461	See Block 16C	10SC009294	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	
CODE 099114287		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,724,186.43

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,571,703,830.11. This represents an increase of \$3,724,186.43, from \$11,567,979,643.68 to \$11,571,703,830.11.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	09/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 462	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009294	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$299,917.02


**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,572,003,747.13. This represents an increase of \$299,917.02, from \$11,571,703,830.11 to \$11,572,003,747.13.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 09/28/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO. 463	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009385	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$119,425.00  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**

The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/29/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$119,425 to the contract for an Office of Energy Efficiency and Renewable Energy (EERE) project entitled “EECBG ARRA Formula Grants Technical Assistance”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$119,425 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,572,003,747.13 to \$11,572,123,172.13.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WI-470002-20458-10 (Revision No. 6) Agreement #22885  (Number from Block 8 of the Work Authorization)	EECBG ARRA Formula Grants Technical Assistance

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION



U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EECBG ARRA Formula Grants Technical Assistance		1b. Work Proposal Number (if applicable): FWP #ORNL EECBG	
2. Headquarters Program Point of Contact: Name: Craig Isakow                      Organization Code: EE-2K                      Telephone No: (202) 287-1850			
3. Headquarters Budget Point of Contact: Name: Jay Schell                      Organization Code:                      Telephone No: (202) 586-0660			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: Pat M. Love                      Telephone No: (865) 574-4346	
8. Work Authorization Number:* WI-470002-20458-10		9. Revision Number: 6	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
WI1001020-05796-1005116 (2009)	\$1,375,921 <del>\$30,000</del> NCL	\$119,425	\$1,405,346 <del>\$149,425</del> NCL
11. Performance period covered by funds: From: <del>10/01/2009</del> To: 09/30/2012 <b>2010 MAR</b>		12. Work Start Date: 10/01/2009 <b>9/1/2010</b>	13. Expected Completion Date: 09/30/2012
14. Statement of Work: <b>NCL</b>			
<p><b>Specific Recovery Act Statement of Work</b></p> <p>Carryover funding in the amount of \$119,425 is authorized for WI1001020-05796-1005116-EECBG Form Grants TA (2009). These funds are made available for Project #20458 - EECBG ARRA Formula Grants Technical Assistance. These funds are to be distributed to Agreement #22885 - FY 10 ORNL EECBG Quality Assurance Program ARRA in accordance with FWP #ORNL EECBG. ORNL will administer an Energy Efficiency Community Block Grants Program quality assurance program to assure successful application of EECBG grants by having quality controls in place to ensure safe installation and construction practices by grantees. This task piggybacks on the ORNL contractor work that is currently being carried out under the national Weatherization Assistance Program Quality Assurance Plan. The objectives of the Plan are to: 1) To provide an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and EECBG programs and other program requirements; 2) To assure that grantees use appropriate plans, procedural controls (including quality control protocols), and processes; 3) To ensure consistent application of program standards nationwide; 4) To encourage and enhance best management practices; 5) To provide clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications.</p> <p>Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p><b>ARRA funding information:</b></p> <p><b>Fund: 05796, Appropriation: 89-09/10-0331, Allottee: 30</b>  <b>B&amp;R Code/Program Value: WI1001020-1005116</b>  <b>Project Code:</b></p>			

9/1/2010  
NCL

10 - 102665

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

All reporting requirement apply to all funding on this project.

16. Work Authorization Program Official:

Name (typed): Johanna Zetterberg, Acting Program Manager	Signature: 3a5b698f-8dd5-4847- a054-24b16b0923b2	Date: 9/28/2010
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17. DOE Field Organization Official:

Name (typed): M.G. Branton	Signature: <i>M.G. Branton</i>	Date: 9-28-2010
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18. Contractor's Authorized Representative:

Name (typed): D.C. Christensen	Signature: <i>[Signature]</i>	Date: 9/29/10
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19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION	Signature: <i>Mark A. Million</i>	Date: 9/28/10
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\* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year

FED 10-10266S AFP Sep

#### Attachment A - Contractor Recovery Act Performance Requirements

Section A: Contractor Recovery Act Schedule or Milestone Requirements:

1) Develop oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and EECBG programs and other program requirements; 2) Select contractors to review grantees work to assure use of appropriate plans, procedural controls (including quality control protocols), and processes; 3) Review contractors work to ensure grantees consistent application of program standards nationwide; 4) Assist contractors in encouraging and enhancing best management practices; 5) Ensure contractors provide grantees clear and transparent guidelines for program, grantee, and sub-grantee management, monitoring, and communications.

Section B: Contractor Recovery Act Performance Outcomes and Measures:

Development and application of an oversight system to ensure the appropriateness of services, quality workmanship, materials, and compliance with relevant regulations and EECBG programs and other program requirements

Section C: Contractor Recovery Act Deliverables:

Monthly Reports from contractos that demonstrate that grantees are using appropriate plans, procedural controls (including quality control protocols), and processes that result in ensure consistent application of program standards nationwide, and encourage and enhance best management practices.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 29, 2010 at 10:41:51

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Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										0.00	16,000,000.00	0.00	16,000,000.00	16,000,000.00
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		705,763.85	0.00	0.00	0.00	705,763.85
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		655,029.94	483,191.00	0.00	483,191.00	1,138,220.94
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		4,999,613.74	4,769,504.00	0.00	4,769,504.00	9,769,117.74
<b>Total for Program Parent/Control Point: BM0100000</b>										6,360,407.53	5,252,695.00	0.00	5,252,695.00	11,613,102.53
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		0.00	4,592,000.00	0.00	4,592,000.00	4,592,000.00
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		0.00	500,000.00	0.00	500,000.00	500,000.00
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00
<b>Total for Program Parent/Control Point: BT0000000</b>										0.00	6,292,000.00	0.00	6,292,000.00	6,292,000.00
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004430	0000000		0.00	935,000.00	0.00	935,000.00	935,000.00
<b>Total for Program Parent/Control Point: EB2100000</b>										0.00	935,000.00	0.00	935,000.00	935,000.00
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
<b>Total for Program Parent/Control Point: EB2500000</b>										0.00	50,000.00	0.00	50,000.00	50,000.00
470002	05794	ZT	1005301	EB3603000	25400	0000000	2004140	0000000		0.00	1,750,000.00	0.00	1,750,000.00	1,750,000.00
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		0.00	30,000,000.00	0.00	30,000,000.00	30,000,000.00
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		0.00	7,223,500.00	0.00	7,223,500.00	7,223,500.00
<b>Total for Program Parent/Control Point: EB3600000</b>										0.00	38,973,500.00	0.00	38,973,500.00	38,973,500.00
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		1,920,000.00	2,190,870.00	0.00	2,190,870.00	4,110,870.00
470002	05794	ZT	1005101	EB4005040	25400	0000000	2004230	0000000		0.00	400,000.00	0.00	400,000.00	400,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										1,920,000.00	2,590,870.00	0.00	2,590,870.00	4,510,870.00
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		0.00	400,205.00	0.00	400,205.00	400,205.00
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		150,291.32	350,000.00	0.00	350,000.00	500,291.32
<b>Total for Program Parent/Control Point: EB5100000</b>										150,291.32	750,205.00	0.00	750,205.00	900,496.32
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		10,401,949.12	8,193,706.00	0.00	8,193,706.00	18,595,655.12
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		4,490,655.42	547,373.00	0.00	547,373.00	5,038,028.42
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		0.00	52,917.00	0.00	52,917.00	52,917.00
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,224,800.00	130,639.00	0.00	130,639.00	1,355,439.00
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		3,076,640.05	1,822,000.00	0.00	1,822,000.00	4,898,640.05
<b>Total for Program Parent/Control Point: ED0000000</b>										19,194,044.59	10,746,635.00	0.00	10,746,635.00	29,940,679.59
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		646,120.72	165,000.00	0.00	165,000.00	811,120.72
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		984,443.83	0.00	0.00	0.00	984,443.83
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		519,945.39	0.00	0.00	0.00	519,945.39
<b>Total for Program Parent/Control Point: EL1700000</b>										2,150,509.94	165,000.00	0.00	165,000.00	2,315,509.94
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Program Parent/Control Point: WI1100000</b>										2,477,283.34	0.00	0.00	0.00	2,477,283.34
<b>Total for Fund Type: ZT</b>										32,252,536.72	81,755,905.00	0.00	81,755,905.00	114,008,441.72

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		16,789,712.89	-201,079.00	119,425.00	-81,654.00	16,708,058.89
<i>AY 2009 - WAS WI-470002-20458-09 \$16,800,000; WAS WI-470002-20458-09 Rev 3 (\$4,700,000); WAS WI-470002-20458-10, Rev 1 \$1,500,000, Rev 3 \$30,000; WAS WI-470002-20458-10, Rev 2, \$1,500,000, Rev 5 \$&lt;1,656,079&gt;, Rev 6 \$119,425; WAS WI-470002-20440-10 Rev 7 \$125,000, Rev 9, \$1,656,079, Rev 10 \$1,343,92</i>														
<b>Total for Program Parent/Control Point: WI1001000</b>										16,789,712.89	-201,079.00	119,425.00	-81,654.00	16,708,058.89
<b>Total for Fund Type: ZV</b>										16,789,712.89	-201,079.00	119,425.00	-81,654.00	16,708,058.89
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		11,568,008.19	23,036,000.00	0.00	23,036,000.00	34,604,008.19
<b>Total for Program Parent/Control Point: WI0702000</b>										11,568,008.19	23,036,000.00	0.00	23,036,000.00	34,604,008.19
<b>Total for Fund Type: ZW</b>										11,568,008.19	23,036,000.00	0.00	23,036,000.00	34,604,008.19
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		0.00	11,310,000.00	0.00	11,310,000.00	11,310,000.00
<b>Total for Program Parent/Control Point: WI0300000</b>										0.00	11,310,000.00	0.00	11,310,000.00	11,310,000.00
<b>Total for Fund Type: ZX</b>										0.00	11,310,000.00	0.00	11,310,000.00	11,310,000.00
<b>Total for Recipient Code: OR</b>										60,610,257.80	115,900,826.00	119,425.00	116,020,251.00	176,630,508.80
<b>Total for Reporting Entity: 470002</b>										60,610,257.80	115,900,826.00	119,425.00	116,020,251.00	176,630,508.80
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)</b>										60,610,257.80	115,900,826.00	119,425.00	116,020,251.00	176,630,508.80

Financial Plan Number: 16

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 29, 2010 at 10:41:51

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	119,425.00
Grand Total:	119,425.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 464	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009383	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$9,563.58  
 See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**

The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0240::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from the Dover Air Force Base sponsored projects listed in Section C below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$9,563.58 are hereby de-obligated from the Recovery Act activities identified in section C below. The total amount of funds obligated under this contract since its inception is decreased from \$11,572,123,172.13 to \$11,572,113,608.55.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the eWFO system under the Project Numbers listed in the table below.

<b>eWFO Project Number</b>	<b>Project Title</b>
2237-V055-09 (Version No. 0005) De-obligate: \$3,881.16	Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave. at Dover Air Force Base
2237-V057-09 (Version No. 0005) De-obligate: \$5,682.42	Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave. at Dover Air Force Base
(Numbers from Block 5 of the MIPR)	

- D. All other terms and conditions remain unchanged.



# ATTACHMENT 1

## FINANCIAL PLAN REPORT

## Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494938	45WV05001	4,466,463.27	0.00	0.00	0.00	4,466,463.27
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494937	45WV05002	1,306,183.84	20,785.74	0.00	20,785.74	1,326,969.58
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494934	45WV05003	459,739.84	0.00	0.00	0.00	459,739.84
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494939	45WV05501	4,446,138.69	-4,201,270.29	-3,881.16	-4,205,151.45	240,987.24
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 2 West of Atlantic Ave. at Dover AFB.</i>														
<i>Agreement # FJXT091076W2</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494935	45WV05601	4,439,247.09	0.00	0.00	0.00	4,439,247.09
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494933	45WV05602	2,281,783.84	-2,011,159.21	0.00	-2,011,159.21	270,624.63
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494940	45WV05701	3,440,091.34	-3,161,950.37	-5,682.42	-3,167,632.79	272,458.55
<i>AY 2009 - TAS - 5793404 Decentralization of Facilities from Central Heat Plant, Phase 2 East of Atlantic Ave. at Dover AFB;</i>														
<i>Agreement # FJXT091076E2</i>														
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0494936	45WV05901	3,645,298.77	0.00	0.00	0.00	3,645,298.77
470002	00916	3X	1720292	400403109	25400	0000000	0000000	0495583	45WV13201	81,767.13	-168.91	0.00	-168.91	81,598.22
470002	00916	3X	1720327	400403909	25400	0000000	0000000	0495674	45WV10201	635,067.00	0.00	0.00	0.00	635,067.00
<b>Total for Program Parent/Control Point: 400000000</b>										25,201,780.81	-9,353,763.04	-9,563.58	-9,363,326.62	15,838,454.19
<b>Total for Fund Type: 3X</b>										25,201,780.81	-9,353,763.04	-9,563.58	-9,363,326.62	15,838,454.19
<b>Total for Recipient Code: OR</b>										25,201,780.81	-9,353,763.04	-9,563.58	-9,363,326.62	15,838,454.19
<b>Total for Reporting Entity: 470002</b>										25,201,780.81	-9,353,763.04	-9,563.58	-9,363,326.62	15,838,454.19
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)</b>										25,201,780.81	-9,353,763.04	-9,563.58	-9,363,326.62	15,838,454.19

Financial Plan Number: 4  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2010  
Fiscal Month: 12

# Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0240)

Report Generated on: September 29, 2010 at 10:17:46 AM

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Agency	Obligation Change Amount
Defense	-9,563.58
Total Appropriated Funds (Program 40):	-9,563.58
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	-9,563.58
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1

2. AMENDMENT/MODIFICATION NO. 465	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009402	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,566,821.68

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,575,680,430.23. This represents an increase of \$3,566,821.68, from \$11,572,113,608.55 to \$11,575,680,430.23.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$2,925,074.68. Cumulative obligations of NAF since Modification 234 are \$125,867,087.11.

TAS::89 0228::TAS

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 09/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO. 466	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009402	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13) 10/18/1999		
CODE 099114287	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$13,454,985.98

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,589,135,416.21. This represents an increase of \$13,454,985.98, from \$11,575,680,430.23 to \$11,589,135,416.21.

TAS::21 2020::TAS

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/30/2010

2. AMENDMENT/MODIFICATION NO. 467	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009402	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725  10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$689,717.80

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,589,825,134.01. This represents an increase of \$689,717.80, from \$11,589,135,416.21 to \$11,589,825,134.01.  
 TAS::31 0200::TAS  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 09/30/2010

2. AMENDMENT/MODIFICATION NO. 468	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009402	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">(x) 9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"></td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725</td> <td></td> </tr> <tr> <td>10B. DATED (SEE ITEM 13)</td> <td>10/18/1999</td> </tr> </table>	(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		10B. DATED (SEE ITEM 13)	10/18/1999
(x) 9A. AMENDMENT OF SOLICITATION NO.									
9B. DATED (SEE ITEM 11)									
x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725									
10B. DATED (SEE ITEM 13)	10/18/1999								
CODE 099114287	FACILITY CODE								

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$126,213.59

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,589,951,347.60. This represents an increase of \$126,213.59, from \$11,589,825,134.01 to \$11,589,951,347.60.  
TAS::19 0113::TAS  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>
		16C. DATE SIGNED 09/30/2010

2. AMENDMENT/MODIFICATION NO. 469	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009402	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$19,388.35

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,589,970,735.95. This represents an increase of \$19,388.35, from \$11,589,951,347.60 to \$11,589,970,735.95.  
TAS::68 0107::TAS  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 09/30/2010



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
470	See Block 16C	10SC009402		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	10/18/1999	
CODE	FACILITY CODE			
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$298,543.69

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,590,269,279.64. This represents an increase of \$298,543.69, from \$11,589,970,735.95 to \$11,590,269,279.64.  
TAS::14 0804::TAS  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	09/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 471	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC009409	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or, as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**

The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0227::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$3,000 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (from operating to capital) under the project entitled “Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,590,269,279.64.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
(Number from Block 8 of the Work Authorization)	WA No. KP/OR41/9/ARRA-1 (See Modification 244) Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		56,837,527.68	0.00	0.00	0.00	56,837,527.68
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										56,837,527.68	0.00	0.00	0.00	56,837,527.68
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		0.00	250,000.00	0.00	250,000.00	250,000.00
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev 01; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		180,000.00	842.00	0.00	842.00	180,842.00
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 2; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT00000000</b>										180,000.00	250,842.00	0.00	250,842.00	430,842.00
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,181,000.00	0.00	0.00	0.00	1,181,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		719,000.00	0.00	0.00	0.00	719,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$719,000 moved from operating to equipment</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		0.00	2,500,000.00	0.00	2,500,000.00	2,500,000.00
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,782,000.00	0.00	0.00	0.00	1,782,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2923755	KB0401022	31001	0470023	2005190	0000000		104,009.82	-193.34	0.00	-193.34	103,816.48
<i>AY 2009 - Work Authorization Number KB/OR41/9/ARRA-1; MIE 41NM; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		698,000.00	0.00	0.00	0.00	698,000.00
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation Symbol: 8909/100227</i>														
<i>\$698,000 moved from operating to equipment</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,498,319.09	0.00	0.00	0.00	2,498,319.09
<i>AY 2009 - KB/OR41/9/ARRA-2; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB00000000</b>										6,982,328.91	2,499,806.66	0.00	2,499,806.66	9,482,135.57
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		0.00	2,504,000.00	0.00	2,504,000.00	2,504,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		5,785,000.00	0.00	0.00	0.00	5,785,000.00
<i>AY 2009 - Work Authorization Number KC/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		0.00	2,355,000.00	0.00	2,355,000.00	2,355,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		0.00	145,000.00	0.00	145,000.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC02000000</b>										5,785,000.00	5,004,000.00	0.00	5,004,000.00	10,789,000.00
470002	06199	WO	2924193	KC0307010	25400	0000000	2005000	0000000		0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
<i>AY 2009 - Work authorization number: KC/OR41/9/ARRA-3 Rev 01; Appropriation symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC03000000</b>										0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00

# Financial Plan Report - Detail

## OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		9,748,393.15	0.00	0.00	0.00	9,748,393.15
<i>AY 2009 - Work Authorization Number KG/OR41/9; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										9,748,393.15	0.00	0.00	0.00	9,748,393.15
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		0.00	2,500,884.00	0.00	2,500,884.00	2,500,884.00
<i>AY 2009 - Work authorization number KJ/OR41/9/ARRA-4 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,750,000.00	107,898.00	0.00	107,898.00	3,857,898.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924139	KJ0502000	31003	0473121	2005087	0000000		19,900,000.00	-34,655.31	0.00	-34,655.31	19,865,344.69
<i>AY 2009 - Work authorization KJ/OR41/9/ARRA-1 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,500,000.00	0.00	0.00	0.00	2,500,000.00
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										26,150,000.00	2,574,126.69	0.00	2,574,126.69	28,724,126.69
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		2,109,153.98	427,000.00	0.00	427,000.00	2,536,153.98
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		1,057,415.00	-427,000.00	0.00	-427,000.00	630,415.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<i>Transfer of 427K from EQU to OPE</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		421,432.62	144,000.00	-3,000.00	141,000.00	562,432.62
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010; Reallocation from Operating to Capital; Revised letter July 1, 2010; Email from Lisa Yost and Lisa Kingrea moving 3K from ope to cap dated 9/30/10</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		4,915,940.86	-144,000.00	3,000.00	-141,000.00	4,774,940.86
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Revised letter January 19, 2010; Reallocation from Operating to Capital; Revised letter July 1, 2010; Email from Lisa Yost and Lisa Kingrea moving 3K from ope to cap dated 9/30/10</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										8,503,942.46	0.00	0.00	0.00	8,503,942.46
<b>Total for Fund Type: WO</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for Recipient Code: OR</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for Reporting Entity: 470002</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										114,187,192.20	11,428,775.35	0.00	11,428,775.35	125,615,967.55

Financial Plan Number: 12

Fiscal Year: 2010

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: September 30, 2010 at 11:12:35

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Agency	Obligation Change Amount
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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## Department of Energy

Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

October 18, 2010

Mr. Quinn Windham, Director  
Prime Contract Administration  
UT-Battelle, LLC  
P.O. Box 2008  
Oak Ridge, TN 37831-6262

Dear Mr. Windham:

**CONTRACT NO. DE-AC05-00OR22725: MODIFICATION NO. 472**

A fully executed copy of the subject contract modification is enclosed for your retention. This modification includes the revised Appendix E of the contract by incorporating Requirement Change Notice No. OR-42.

If you have any questions regarding this modification, please contact me at 576-4523.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Million".

Mark A. Million  
Contracting Officer

Enclosures



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO. 472  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831  
7. ADMINISTERED BY (If other than Item 6) CODE 00518  
Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC05-000R22725  
10B. DATED (SEE ITEM 13)  
10/18/1999  
CODE 099114287 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.


**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-42 attached hereto. Requirement Change Notice No. OR-42 includes those directive which have been accepted through August 31, 2010.

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
Greg Turner  
Chief Financial Officer  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Mark A. Million  
15B. CONTRACTOR/OFFEROR  
Greg Turner  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
10/12/2010  
16B. UNITED STATES OF AMERICA  
Mark A. Million  
(Signature of Contracting Officer)  
16C. DATE SIGNED  
10/18/10

DOE Form (04/1991)		RCN No. OR-42	
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 9	
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee	
CONTRACTOR: UT-Battelle, LLC			
CONTRACT NO.: DE-AC05-00OR22725, Clause I-124, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2010	
<p>This Requirements Change Notice (RCN) No. OR-42 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets. ES&amp;H-related directives in WSS sets have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p>			
<b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b>			
<b><u>ADDITIONS:</u></b>			
DOE O 433.1B	DOE O 425.1D	DOE O 460.1C	
<b><u>DELETIONS:</u></b>			
DOE O 226.1A	DOE O 433.1A	DOE O 425.1C	DOE O 460.1B
<b><u>EXTENSIONS:</u></b>			
DOE N 456.1 (extended by DOE N 251.79)		DOE N 234.1 (extended by DOE N 251.86)	
<b><u>UPDATES:</u></b>			
WSS Set 1, Changes 72, 73	WSS Set 2, Changes 21, 22	WSS Set 4, Changes 20, 21	WSS Set 5, Changes 19, 20
WSS Set 7, Changes 20, 21	WSS Set 8, Change 9	WSS Set 10, Changes 23, 24	
<b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b>			
DOE O 110.3A, Implementation Plan, Revision 1, closed			
DOE O 150.1, Implementation Plan, submitted for closure			
DOE O 243.1, Implementation Plan, Revision 2, submitted			
DOE O 425.1D, Implementation Plan, to be submitted			
DOE M 470.4-2A, Implementation Plan, Revision 1, approved			
<b><u>ADMINISTRATIVE CORRECTION:</u></b>			
DOE AUTHORIZING SIGNATURE:		DATE:	
 Johnny O. Moore Contracting Officer's Representative		9/23/0	

**Summary of Changes for RCN-42  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 110.3A	Conference Management	Closure of Implementation Plan	ORNL Letter 07/30/2010 ORO Closure Approval 08/23/2010
DOE O 150.1	Continuity Programs	Implementation Plan submitted for closure 08/11/2010	ORNL Letter 08/11/2010
DOE O 226.1A	Implementation of Department of Energy Oversight Policy	Deletion	SC Letter 05/06/2010
DOE O 243.1	Records Management Program	Implementation Plan Rev 2 submitted for approval by ORO 06/04/2010	ORNL Letter 06/04/2010
DOE N 251.79	Extension of DOE N 456.1, The Safe Handling of Unbound Engineered Nanoparticles	Extension	ORO Letter 05/07/2010 ORNL Letter 06/04/2010
DOE N 251.86	Extension of DOE N 234.1, Reporting of Radioactive Sealed Sources	Extension	ORO Letter 07/13/2010 ORNL Letter 07/23/2010
DOE O 425.1C	Startup and Restart of Nuclear Facilities	Deletion WSS Set 2, Change 21 WSS Set 4, Change 20 WSS Set 5, Change 19 WSS Set 7, Change 20 WSS Set 8, Change 9 WSS Set 10, Change 23	ORO Letter 05/07/2010 ORNL Letter 06/04/2010
DOE O 425.1D	Verification of readiness to Start Up or Restart Nuclear Facilities	Addition Implementation Plan to be submitted 11/02/2010 WSS Set 2, Change 21 WSS Set 4, Change 20 WSS Set 5, Change 19 WSS Set 7, Change 20 WSS Set 8, Change 9 WSS Set 10, Change 23	ORO Letter 05/07/2010 ORNL Letter 06/04/2010 ORNL Letter 08/13/2010 ORO Letter 08/18/2010
DOE O 433.1A	Maintenance Management Program for DOE Nuclear Facilities	Deletion WSS Set 2, Change 22 WSS Set 4, Change 21 WSS Set 5, Change 20 WSS Set 7, Change 21 WSS Set 10, Change 24	ORO Letter 05/07/2010 ORNL Letter 06/04/2010
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities	Addition WSS Set 2, Change 22 WSS Set 4, Change 21 WSS Set 5, Change 20 WSS Set 7, Change 21	ORO Letter 05/07/2010 ORNL Letter 06/04/2010

**Summary of Changes for RCN-42  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
		WSS Set 10, Change 24	
DOE O 460.1B	Packaging and Transportation	Deletion WSS Set 1, Change 73	ORO Letter 06/03/2010 ORNL Letter 06/29/2010
DOE O 460.1C	Packaging and transportation Safety	Addition WSS Set 1, Change 73	ORO Letter 06/03/2010 ORNL Letter 06/29/2010
DOE M 470.4-2A	Physical Protection	Implementation Plan approved by ORO 07/09/2010	ORNL Letter 06/11/2010 ORO Approval 07/09/2010
WSS Set 1	7 USC 2801 et seq Noxious Weed Act	Deletion WSS Set 1, Change 72	ORNL Letter 06/04/2010 ORO Approval 06/14/2010

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>DOE Directives</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
<b>Compliance Line: Implementation Plan submitted to DOE for closure on 08/11/2010.</b>				
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
DOE M 205.1-5, Administrative Change 2	12/22/2009	Cyber Security Process Requirements Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-6, Administrative Change 2	12/22/2009	Media Sanitization Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-7, Administrative Change 2	12/22/2009	Security Controls for Unclassified Information Systems Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE M 205.1-8, Administrative Change 2	12/22/2009	Cyber Security Incident Management Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (1). <b>Expiration date extended to 05/06/2011 by DOE N 251.86.</b>
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan, Revision 2, submitted to DOE on 06/04/2010.</b>				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 3	02/23/2010	Contractor Human Resource Management Programs		
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan approved by DOE on 5/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
Exemption Request: Submitted to DOE for CTA approval on 04/16/2010 per DOE O 410.1.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
<b>DOE O 425.1D</b>	<b>04/16/2010</b>	<b>Verification of Readiness to Start Up or Restart Nuclear Facilities</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
<b>Compliance Line: Implementation Plan to be submitted to DOE by 11/02/2010.</b>				
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan approved by DOE on 08/20/2008.				
<b>DOE O 433.1B</b>	<b>04/21/2010</b>	<b>Maintenance Management Program for DOE Nuclear Facilities</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (1).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1). <b>Expiration date extended to 04/19/2011 by DOE N 251.79.</b>
<b>DOE O 460.1C</b>	<b>05/14/2010</b>	<b>Packaging and Transportation Safety</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
DOE M 470.4-2A	07/23/2009	Physical Protection		
<b>Compliance Line: Implementation Plan, Revision 1, approved by DOE on 07/09/2010.</b>				
DOE M 470.4-4A	01/16/2009	Information Security Manual		
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		



**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1340.1B	01/07/1993	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**  
**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
WSS Sets and S/RIDs can be found at the following address: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	72 06/14/2010 73 06/29/2010	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	21 06/04/2010 22 06/04/2010	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	20 06/04/2010 21 06/04/2010	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	19 06/04/2010 20 06/04/2010	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	20 06/04/2010 21 06/04/2010	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	10 04/16/2010	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	23 06/04/2010 24 06/04/2010	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 473	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000524	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$156,282,562.49

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,746,551,842.13. This represents an increase of \$156,282,562.49, from \$11,590,269,279.64 to \$11,746,551,842.13.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$2,565,338.49. Cumulative obligations of NAF since Modification 234 are \$128,432,425.60.

TAS::89 0222::TAS

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	10/27/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 474	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000524	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,077,287.06

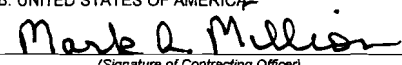
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,747,629,129.19. This represents an increase of \$1,077,287.06, from \$11,746,551,842.13 to \$11,747,629,129.19.  
TAS::17 1319::TAS  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/27/2010
(Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. 475	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000524	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	\$698,543.69
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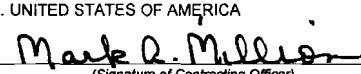
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,748,327,672.88. This represents an increase of \$698,543.69, from \$11,747,629,129.19 to \$11,748,327,672.88.  
TAS::19 1075::TAS  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 10/27/2010

2. AMENDMENT/MODIFICATION NO. 476	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000836	5. PROJECT NO. (If applicable)
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6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(x)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0227::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED 11/16/2010

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$9,662.55 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (from operating to capital) under the project entitled “Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)” and the reprogramming of \$77.02 of Recovery Act funds (from capital to operating) under the project entitled “Knowledgebase R&D (Project Code 2005115)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,748,327,672.88.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
WA No. KP/OR41/9/ARRA-1 (See Modification 244)	Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)
WA No. KP/OR41/9/ARRA-2 (See Modification 244)	Knowledgebase R&D (Project Code 2005115)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT



# Financial Plan Report - Detail

**OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)**

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924133	39KG01000P	32001	0472988	2005370	0000000		13,759,389.54	0.00	0.00	0.00	13,759,389.54
<i>AY 2009 - Work authorization number KG/OR41/9; Appropriation symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: 39KG01000PRN08SC71000</b>										13,759,389.54	0.00	0.00	0.00	13,759,389.54
470002	06199	WO	2923624	AT5030500	31003	0000000	2005365	0000000		164,624.01	0.00	0.00	0.00	164,624.01
<i>AY 2009 - Work authorization number: AT/OR41/10/ARRA-2 Rev; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923627	AT5502000	25400	0000000	2005290	0000000		105,106.57	0.00	0.00	0.00	105,106.57
<i>AY 2009 - Work authorization number: AT/OR41/9/ARRA-1 Rev 2; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: AT0000000</b>										269,730.58	0.00	0.00	0.00	269,730.58
470002	06199	WO	2923749	KB0301042	25400	0000000	2005270	0000000		1,045,757.89	0.00	0.00	0.00	1,045,757.89
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation symbol: 8909/100227</i>														
470002	06199	WO	2923749	KB0301042	31003	0000000	2005270	0000000		600,496.65	0.00	0.00	0.00	600,496.65
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-4; Appropriation symbol: 8909/100227</i>														
470002	06199	WO	2923754	KB0401021	25400	0000000	2005410	0000000		2,327,571.13	0.00	0.00	0.00	2,327,571.13
<i>AY 2009 - Work authorization KB/OR41/09/ARRA-5 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	25400	0000000	2005270	0000000		1,556,012.75	0.00	0.00	0.00	1,556,012.75
<i>AY 2009 - Work authorization KB/OR41/9/ARRA-4 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2923755	KB0401022	31003	0000000	2005270	0000000		697,602.87	0.00	0.00	0.00	697,602.87
<i>AY 2009 - Work authorization KB/OR41/9/ARRA-4 Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924157	KB0402011	32003	0473116	2005220	0000000		2,148,203.99	0.00	0.00	0.00	2,148,203.99
<i>AY 2009 - Work authorization number: KB/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KB0000000</b>										8,375,645.28	0.00	0.00	0.00	8,375,645.28
470002	06199	WO	2923774	KC0202020	25400	0000000	2005410	0000000		2,341,417.09	0.00	0.00	0.00	2,341,417.09
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924021	KC020401D	31003	0000000	2005040	0000000		1,768,594.72	0.00	0.00	0.00	1,768,594.72
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-1; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	25400	0000000	2005410	0000000		2,230,518.33	0.00	0.00	0.00	2,230,518.33
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924039	KC0211010	31003	0000000	2005410	0000000		145,000.00	0.00	0.00	0.00	145,000.00
<i>AY 2009 - Work authorization number KC/OR41/9/ARRA-2 Rev 00; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0200000</b>										6,485,530.14	0.00	0.00	0.00	6,485,530.14
470002	06199	WO	2924193	KC0307010	25400	0000000	2005000	0000000		1,068,977.01	0.00	0.00	0.00	1,068,977.01
<i>AY 2009 - Work authorization number: KC/OR41/9/ARRA-3 Rev 01; Appropriation symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KC0300000</b>										1,068,977.01	0.00	0.00	0.00	1,068,977.01
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		4,204,669.77	0.00	0.00	0.00	4,204,669.77
<i>AY 2009 - Work authorization number KG/OR41/9; Appropriation Symbol 8909/100227</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										4,204,669.77	0.00	0.00	0.00	4,204,669.77

## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: November 12, 2010 at 07:31:24 AM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06199	WO	2924135	KJ0402000	25400	0000000	2005410	0000000		2,395,920.74	0.00	0.00	0.00	2,395,920.74
<i>AY 2009 - Work authorization number KJ/OR41/0/ARRA-4 Rev 0; Appropriation Symbol 8909/100227</i>														
470002	06199	WO	2924136	KJ0403000	25400	0000000	2005060	0000000		3,418,182.53	0.00	0.00	0.00	3,418,182.53
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-3 Rev 0; Appropriation Symbol: 8909/100227</i>														
470002	06199	WO	2924140	KJ0503000	25400	0000000	2005085	0000000		2,486,969.92	0.00	0.00	0.00	2,486,969.92
<i>AY 2009 - Work authorization number: KJ/OR41/9/ARRA-2 Rev 0; Appropriation Symbol: 8909/100227</i>														
<b>Total for Program Parent/Control Point: KJ0000000</b>										8,301,073.19	0.00	0.00	0.00	8,301,073.19
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		523.22	0.00	77.02	77.02	600.24
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227; Email from Lisa Yost dated 11/10/10 moving 77.02 from EQU to OPE.</i>														
470002	06199	WO	2924112	KP1501021	31003	0000000	2005115	0000000		77.02	0.00	-77.02	-77.02	0.00
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227; Email from Lisa Yost dated 11/10/10 moving 77.02 from EQU to OPE.</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		117,822.96	0.00	-9,662.55	-9,662.55	108,160.41
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Email from Lisa Yost and Lisa Kingrea moving 9,662.55 from ope to cap dated 11/4/10.</i>														
470002	06199	WO	2924113	KP1501022	31003	0000000	2005095	0000000		826.57	0.00	9,662.55	9,662.55	10,489.12
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Reallocation from Capital to Operating; Email from Lisa Yost and Lisa Kingrea moving 9,662.55 from ope to cap dated 11/4/10.</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										119,249.77	0.00	0.00	0.00	119,249.77
<b>Total for Fund Type: WO</b>										42,584,265.28	0.00	0.00	0.00	42,584,265.28
<b>Total for Recipient Code: OR</b>										42,584,265.28	0.00	0.00	0.00	42,584,265.28
<b>Total for Reporting Entity: 470002</b>														
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										42,584,265.28	0.00	0.00	0.00	42,584,265.28

Financial Plan Number: 1

Fiscal Year: 2011

Fiscal Month: 02

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: November 12, 2010 at 07:31:24

AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 477	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

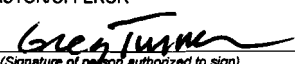
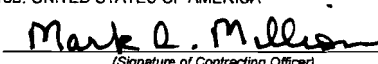
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**

The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0331::TAS

See Page 2.

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 11/30/10	16C. DATE SIGNED 12/2/10

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reallocation of \$1,343,921 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from Agreement No. 22655 to Agreement No. 19423 in accordance with Attachment 1 (Agreement Fund Transfer) to this modification.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,748,327,672.88.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. WI-470002-20458-10 (See Modification 452)	EECBG ARRA Formula Grants Technical Assistance (Project Code 2004350)
WA No. WI-470002-20458-09 (See Modification 365)	EECBG ARRA Formula Grants Technical Assistance (Project Code 2004350)
(Number from Block 8 of the Work Authorization)	

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## AGREEMENT FUND TRANSFER

**View Agreement Fund Transfer**

**Regular/Carryover:** Carryover

**Project:** EECBG ARRA Formula Grants Technical Assistance  
(Project ID:20458)

**AFP Recipient:** Oak Ridge National Laboratory (ORNL) (DUNS:  
099114287)

**Expense Type:** Operating

**Transfer Rationale:** Moving funds to correct agreement

**Notification Email Recipients:** Humphreys, Penny; Lin, Wayne; Rawlins, Mary; Sherer,  
Suzanne; Vaughan, Kathi

**Created By:** Culler, Scott

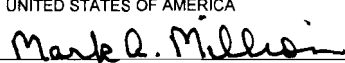
**Created On:** 10/22/2010 3:21:50 PM

**Executed Amount by B&R Code**

B&R Code	Total Authorized Amount Eligible for Transfer
WI1001020-05796-1005116-EECBG Form Grants TA (2009)	\$1,493,346.00

**Agreement Fund Transfer**

Agreement	Planned Amount
SEP EECBG TA Solicitation FY 10 TAS#8909/100331.91 (Agreement ID:22655)	(\$1,343,921.00)
SEP/EECBG TA Solicitation FY09 TAS 8909/100331.91 (Agreement ID:19423)	\$1,343,921.00
<b>Total Planned Amount</b>	<b>\$0.00</b>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 478	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000977	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$15,051,133.83	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,763,378,806.71. This represents an increase of \$15,051,133.83, from \$11,748,327,672.88 to \$11,763,378,806.71.				
Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$7,092,481.77. Cumulative obligations of NAF since Modification 234 are \$135,524,907.37. TAS::89 0321::TAS FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/2010	
(Signature of person authorized to sign)				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 479	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000977	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,528,755.22

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,765,907,561.93. This represents an increase of \$2,528,755.22, from \$11,763,378,806.71 to \$11,765,907,561.93.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/2010

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 480 See Block 16C 11SC000977  
 6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$194,174.76

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,766,101,736.69. This represents an increase of \$194,174.76, from \$11,765,907,561.93 to \$11,766,101,736.69.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Mark A. Million  
 (Signature of Contracting Officer) 11/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 481	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000977	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$162,805.83

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,766,264,542.52. This represents an increase of \$162,805.83, from \$11,766,101,736.69 to \$11,766,264,542.52.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 11/29/2010

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO. 482  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 11SC000977  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
7. ADMINISTERED BY (If other than Item 6) CODE 00518  
Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231  
CODE 099114287 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC05-00OR22725  
10B. DATED (SEE ITEM 13)  
10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,349,537.87

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,768,614,080.39. This represents an increase of \$2,349,537.87, from \$11,766,264,542.52 to \$11,768,614,080.39.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Mark A. Million  
16B. UNITED STATES OF AMERIQA  
16C. DATE SIGNED  
11/30/2010  
(Signature of person authorized to sign) (Signature of Contracting Officer)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 483	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC000977	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$895,991.26

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,769,510,071.65. This represents an increase of \$895,991.26, from \$11,768,614,080.39 to \$11,769,510,071.65.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 11/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 484	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001220	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 952.215-70 KEY PERSONNEL (DEC 2000), P.L. 95-91, and Mutual Agreement


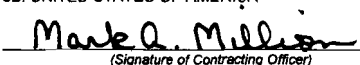
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to replace Appendix B of Section J with the attached revised list of key personnel. The revised list reflects the elimination of the Energy and Engineering Sciences Directorate, the Biological and Environmental Sciences Directorate, and the Nuclear Operations Directorate. The functions performed in these three directorates are being consolidated into the Nuclear Science and Engineering Directorate (NSED) and the Energy and Environmental Sciences Directorate (EESD). The Associate Laboratory Directors for NSED and EESD will be Kelly Beierschmitt and Martin Keller, respectively.

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 12/17/2010	16C. DATE SIGNED 12/17/10

APPENDIX B-KEY PERSONNEL

See the clause in Section I entitled, “Key Personnel.”

1. Laboratory Director, ORNL	Thomas Mason
2. Deputy Director, Science and Technology	Thomas Zacharia
3. Deputy Director, Operations	Jeff Smith
4. Associate Laboratory Director, Neutron Sciences	Ian Anderson
5. Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6. Associate Laboratory Director, Energy and Environmental Sciences	Martin Keller
7. Associate Laboratory Director, Global Security	Brent Park
8. Associate Laboratory Director, Computing and Computational Sciences	Jeffrey Nichols
9. Associate Laboratory Director, Nuclear Science and Engineering	Kelly Beierschmitt
10. Director, Facilities and Operations	Herbert Debban
11. Director, Environment, Safety, Health and Quality	Joseph Herndon
12. General Counsel	Nicole Porter
13. Chief Financial Officer	Gregory Turner

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 485	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001282	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2.		Net Increase:	\$1,000,000.00	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0338::TAS  See Page 2. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File  (Signature of Contracting Officer)	16C. DATE SIGNED 12/29/2010	



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$1,000,000 to the contract for an Office of Energy Efficiency and Renewable Energy (EERE) project entitled “EERE Recovery Act Bridge Program Direction (Management and Oversight)”.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” additional funds in the amount of \$1,000,000 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$11,769,510,071.65 to \$11,770,510,071.65.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization (Attachment 1):

Work Authorization Number	Work Authorization Title
470002-21280-11 (Revision No. 1) Agreement #23599  (Number from Block 8 of the Work Authorization)	EERE Recovery Act Bridge Program Direction (Management and Oversight)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION



Department of Energy  
Washington, DC 20585

I certify that the funds stated herein are available for obligation and the work scope is consistent with the intent of Congress.

*Thomas J. Heavey*  
Thomas J. Heavey  
Budget Analyst, EE-3B  
11/26/2010

FED 11-12164 DEC

**MEMORANDUM FOR:** Johnny O. Moore, Assistant Manager for Laboratories/ORNL Site Manager

**SUBJECT:** FY 2011 EE Bridge Recovery Program Approved Funding for Oak Ridge National Laboratory (ORNL)

In accordance with the approved EERE EE Bridge Recovery Program FY 2011 spend plan, budget authority of \$1,000,000 is authorized for obligation and expenditure in accordance with program guidance as indicated below. Any required changes must be approved in writing by the appropriate headquarters program manager with a copy to the EERE HQ budget execution staff. Field transfers must be coordinated through the Corporate Planning System (CPS). The laboratory receiving the funds authorized in this letter will be responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level, and the data must be made available to EERE.

**PROGRAM GUIDANCE:**

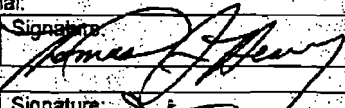
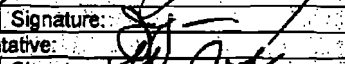
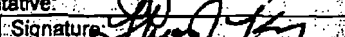
Program Activity & Key Activity	B&R Code-Fund Value-Program Code	BA(\$)
Recovery Act EE Bridge	BR0100000-06500-1005560 (2009)	\$1,000,000 ✓

Carryover funding in the amount of \$1,000,000 is authorized for BR0100000-06500-1005560-EE Bridge Recovery (2009). These funds are made available for CPS Project #21280 - *EERE Recovery Act Bridge Program Direction (Management and Oversight)*. These funds are to be distributed to CPS Agreement #23599 - ORNL ARRA Bridge Program. ARRA Project Code is 2007000. Funding for technical assistance to the EERE Recovery Act Energy Star Appliance Rebate Program and Energy Star Program, and to provide support for the continued development and application of activities related to the Energy Star Appliance Rebate Program. The headquarters technical point of contact is Lani MacRae who can be reached on (202) 586-9193. The field point of contact is Mary Rawlins who can be reached on (423) 576-4507.

Should you have any questions regarding budget matters, please contact Thomas Heavey who can be reached on (202) 586-4501.

*Thomas J. Heavey*  
A. Avon Meacham, Director OPBA  
Office of Planning, Budget, and Analysis  
Energy Efficiency and Renewable Energy

Attachments: Work Authorizations (1)

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION			
1a. Solicitation/Project Title: EERE Recovery Act Bridge Program Direction (Management and Oversight)		1b. Work Proposal Number (if applicable): AOP #N/A	
2. Headquarters Program Point of Contact: Name: Lani MacRae      Organization Code: EE-12      Telephone No: (202) 586-9193			
3. Headquarters Budget Point of Contact: Name: Thomas Heavey      Organization Code: EE-3B      Telephone No: (202) 586-4501			
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact: Name: <del>Mary Rawlins</del> PAT HUGHES      Telephone No: (423) <del>578-1607</del> 574-9337	
8. Work Authorization Number: -470002-21280-11 ✓		9. Revision Number: 1 *	
10. Funds Authorized:			
<u>B&amp;R Code</u>	<u>Previous</u>	<u>Change</u>	<u>Current</u>
BR0100000-06500-1005560 (2009)	\$0	\$1,000,000	\$1,000,000
11. Performance period covered by funds: From: 10/01/2010 To: 09/30/2011		12. Work Start Date: 10/01/2010	13. Expected Completion Date: 09/30/2011
14. Statement of Work:			
<b>Specific Recovery Act Statement of Work</b>			
Carryover funding in the amount of \$1,000,000 is authorized for BR0100000-06500-1005560-EE Bridge Recovery (2009). These funds are made available for CPS Project #21280 - EERE Recovery Act Bridge Program Direction (Management and Oversight). These funds are to be distributed to CPS Agreement #23599 - ORNL ARRA Bridge Program Direction. Funding for technical assistance to the EERE Recovery Act Energy Star Appliance Rebate Program and Energy Star Program, and to provide support for the continued development and application of activities related to the Energy Star Appliance Rebate Program. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.			
ARRA funding information:			
Fund: 06500, Appropriation: 89-09/10-0331, Allottee: 30 B&R Code/Program Value: BR0100000-1005560 Project Code: 2007000			
Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official:			
Name (typed): A. Avon Meacham, Director OPBA	Signature: 	Date: 11/20/2010	
17. DOE Field Organization Official:			
Name (typed): <del>John</del>	Signature: 	Date: 12/1/10	
18. Contractor's Authorized Representative:			
Name (typed): T.J. King, Jr.	Signature: 	Date: 12/17/2010	

\* Rev. O has not been received by DEO. MAM 11-12164  
BARB for M. Keller 12/17/2010

19. DOE Contracting Officer (or delegated representative):		
Name (typed):	MARK A. MILLION	Signature: <i>Mark A. Million</i> Date: 12/9/10
* The work authorization number will consist of the program code, AFP code, solicitation/project id, and the fiscal year		

11-12104

**Attachment A - Contractor Recovery Act Performance Requirements**

<b>Section A: Contractor Recovery Act Schedule or Milestone Requirements:</b>
Provide technical assistance and prepare documents in accordance with EERE program direction schedule.
<b>Section B: Contractor Recovery Act Performance Outcomes and Measures:</b>
Provide timely technical assistance and documents as required.
<b>Section C: Contractor Recovery Act Deliverables:</b>
Technical assistance provided and documents prepared in accordance with EERE program direction.



# ATTACHMENT 2

## FINANCIAL PLAN REPORT



Financial Plan Number: 1  
 Fiscal Year: 2011  
 Contract Modification Number: \*\* No MOD \*\*  
 Fiscal Month: 03  
 Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR  
 Page 1 of 2  
 Report: RFP0001  
 Report Generated on: December 21, 2010 at 11:46:21 AM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/120338)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
470002	06500	SZ	1005560	BR0100000	25400	0000000	2007000	0000000		0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
<i>AY 2009 - Work Authorization # 470002-21280-11 adds \$1,000,000.</i>														
Total for Program Parent/Control Point: BR0100000										0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
Total for Fund Type: SZ										0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
Total for Recipient Code: OR										0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
Total for Reporting Entity: 470002										0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/120338)										0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00

Financial Plan Number: 1  
Contract Modification Number: \*\* No MOD \*\*  
Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

Fiscal Year: 2011  
Fiscal Month: 03

## Financial Plan Report - Detail

Site: OR

Page 2 of 2  
Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/120338)

Report Generated on: December 21, 2010 at 11:46:21 AM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	1,000,000.00
Grand Total:	1,000,000.00
Total Non-Appropriated Funds:	0.00

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 486	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 & 1405	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers \_\_\_\_\_ is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$126,049,444.40

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,896,559,516.05. This represents an increase of \$126,049,444.40, from \$11,770,510,071.65 to \$11,896,559,516.05.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File  (Signature of Contracting Officer)	16C. DATE SIGNED 12/29/2010

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC05-00OR22725/486

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
UT-BATTELLE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$10,269,295.07. Cumulative obligations of NAF since Modification 234 are \$145,794,202.44. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1 1
<b>2. AMENDMENT/MODIFICATION NO.</b> 487	<b>3. EFFECTIVE DATE</b> 12/29/2010	<b>4. REQUISITION/PURCHASE REQ. NO.</b> 11SC001375 line item 5	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	<b>CODE</b> 00518	<b>7. ADMINISTERED BY (If other than Item 6)</b> Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	<b>CODE</b> 00518
<b>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b> UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		<b>9A. AMENDMENT OF SOLICITATION NO.</b> <input checked="" type="checkbox"/> (x)	
<b>CODE</b> 099114287 <b>FACILITY CODE</b>		<b>9B. DATED (SEE ITEM 11)</b>	
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-00OR22725	
		<b>10B. DATED (SEE ITEM 13)</b> 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)** Net Decrease: - \$9,924.85  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91
<b>E. IMPORTANT: Contractor</b> <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY


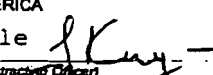
**LIST OF CHANGES:**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,896,549,591.20. This represents a decrease of -\$9,924.85, from \$11,505,211,594.42 to \$11,505,201,669.57.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg Turner Chief Financial Officer	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Judson A. Kingman
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>16B. UNITED STATES OF AMERICA</b> Signature on File  (Signature of Contracting Officer)
<b>15C. DATE SIGNED</b> 11/20/2011	<b>16C. DATE SIGNED</b> 12/29/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 488	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 6	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR2725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,427.18

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,896,552,018.38. This represents an increase of \$2,427.18, from \$11,896,549,591.20 to \$11,896,552,018.38.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 489	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 7	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,278,456.32

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,897,830,474.70. This represents an increase of \$1,278,456.32, from \$11,896,552,018.38 to \$11,897,830,474.70.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2010

2. AMENDMENT/MODIFICATION NO. 490	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 8	5. PROJECT NO. (If applicable)
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6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  9C. DATED (SEE ITEM 11)
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CODE 099114287	FACILITY CODE
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	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$194,174.76

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,898,024,649.46. This represents an increase of \$194,174.76, from \$11,897,830,474.70 to \$11,898,024,649.46.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2010



2. AMENDMENT/MODIFICATION NO. 491  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 9  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
 7. ADMINISTERED BY (If other than Item 6) CODE 00518  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 CODE 099114287 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 9A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$88,042.45

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,897,936,607.01. This represents a decrease of \$88,042.45, from \$11,898,024,649.46 to \$11,897,936,607.01.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED 11/20/2011  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman  
 16B. UNITED STATES OF AMERICA Signature on File  
 16C. DATE SIGNED 12/30/2010

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

492

See Block 16C

11SC001375 Item 10

6. ISSUED BY

CODE

00518

7. ADMINISTERED BY (If other than Item 6)

CODE

00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DE-AC05-00OR22725

10B. DATED (SEE ITEM 13)

10/18/1999

CODE 099114287

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$161,165.05

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,898,097,772.06. This represents an increase of \$161,165.05, from \$11,897,936,607.01 to \$11,898,097,772.06.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Judson A. Kingman

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Signature on File

12/30/2010

(Signature of person authorized to sign)

(Signature of Contracting Officer)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 493	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 11		5. PROJECT NO. (# applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (# other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231			(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287				9B. DATED (SEE ITEM 11)	
FACILITY CODE			x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$217.12

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91


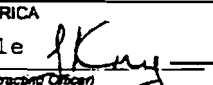
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,898,097,554.94. This represents a decrease of \$217.12, from \$11,898,097,772.06 to \$11,898,097,554.94.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judson A. Kingman	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/20/2011	16B. UNITED STATES OF AMERICA Signature on File  (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/2010

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 494	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 12	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$66,000.00
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____		
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91		
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,898,163,554.94. This represents an increase of \$66,000.00, from \$11,898,097,554.94 to \$11,898,163,554.94. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Judson A. Kingman	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File	12/30/2010
		(Signature of Contracting Officer)	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO. 495  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 13  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725 (x)  
10B. DATED (SEE ITEM 13) 10/18/1999

CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$534,330.48

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,898,697,885.42. This represents an increase of \$534,330.48, from \$11,898,163,554.94 to \$11,898,697,885.42.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Judson A. Kingman

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
Signature on File 12/30/2010  
(Signature of person authorized to sign) (Signature of Contracting Officer)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 496	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001375 Item 14	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$263,417.48

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,898,961,302.90. This represents an increase of \$263,417.48, from \$11,898,697,885.42 to \$11,898,961,302.90.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Judson A. Kingman	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File	16C. DATE SIGNED 12/30/2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 497	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001641	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

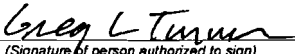

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-43 attached hereto. Requirement Change Notice No. OR-43 includes those directive which have been accepted through November 30, 2010.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/20/2011
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/20/2011

DOE Form (04/1991)		RCN No. OR-43
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 8
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee
CONTRACTOR: UT-Battelle, LLC		
CONTRACT NO.: DE-AC05-00OR22725, Clause I-124, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2010
<p>This Requirements Change Notice (RCN) No. OR-43 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets. ES&amp;H-related directives in WSS sets have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p style="text-align: center;"><b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b></p> <p><b><u>ADDITIONS:</u></b> DOE O 313.1      DOE M 470.4-4A, Change 1</p> <p><b><u>DELETIONS:</u></b> DOE O 1340.1B      DOE M 470.4-4A</p> <p><b><u>EXTENSIONS:</u></b></p> <p><b><u>UPDATES:</u></b></p> <p><b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b> DOE O 150.1, Implementation Plan, closed DOE O 243.1, Implementation Plan, Revised, Rev. 2, submitted DOE O 425.1D, Implementation Plan, approved</p> <p><b><u>ADMINISTRATIVE CORRECTION:</u></b></p>		
DOE AUTHORIZING SIGNATURE:		DATE:
 Johnny O. Moore, Contracting Officer's Representative		12/10/10



**Summary of Changes for RCN-43  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 150.1	Continuity Programs	Implementation Plan approved for closure 09/20/2010	ORO E-Mail 09/20/2010
DOE O 243.1	Records Management Program	Implementation Plan Rev 2 submitted to DOE on 10/15/2010	ORO Letter 09/15/2010 ORNL Letter 10/15/2010
DOE N 251.88	Cancellation of DOE O 1340.1B	Deletion	ORO Letter 09/17/2010
DOE O 313.1	Department of Energy (DOE) Order 313.1, Management and Funding of the Department's Overseas Presence	Addition	ORO Letter 10/08/2010
DOE O 425.1D	Verification of Readiness to Start Up or Restart Nuclear Facilities	Implementation Plan approved by ORO on 11/04/2010	ORNL Letter 10/27/2010 ORO Letter 11/04/2010
DOE M 470.4-4A	Information Security Manual	Deletion	ORO Letter 11/01/2010 ORNL Letter 11/17/2010
DOE M 470.4-4A, Change 1	Information Security Manual	Addition	ORO Letter 11/01/2010 ORNL Letter 11/17/2010

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

<b>DOE Directives</b> <b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3, Change 1	02/28/2008	Unclassified Foreign Visits and Assignments Program		
DOE O 150.1	05/08/2008	Continuity Programs		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
DOE M 205.1-5, Administrative Change 2	12/22/2009	Cyber Security Process Requirements Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-6, Administrative Change 2	12/22/2009	Media Sanitization Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-7, Administrative Change 2	12/22/2009	Security Controls for Unclassified Information Systems Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-8, Administrative Change 2	12/22/2009	Cyber Security Incident Management Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

<b>DOE Directives</b> <b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 05/06/2011 by DOE N 251.86.
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan, Revised, Revision 2, submitted to DOE on 10/15/2010.</b>				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
<b>DOE O 313.1</b>	<b>11/19/2009</b>	<b>Management and Funding of the Department's Overseas Presence</b>		<b>See Footnote (2)</b>
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 3	02/23/2010	Contractor Human Resource Management Programs		
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

<b>DOE Directives</b> <b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 413.3A, Change 1	11/17/2008	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan, approved by DOE on 5/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 3, approved by DOE on 10/28/2008.				
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
Exemption Request: Submitted to DOE for CTA approval on 04/16/2010 per DOE O 410.1.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 425.1D	04/16/2010	Verification of Readiness to Start Up or Restart Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
<b>Compliance Line: Implementation Plan, approved by DOE on 11/04/2010.</b>				
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
Compliance Line: Implementation Plan, approved by DOE on 08/20/2008.				
DOE O 433.1B	04/21/2010	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (1).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, approved by DOE on 12/08/2008.				
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

<b>DOE Directives</b> DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 04/19/2011 by DOE N 251.79.
DOE O 460.1C	05/14/2010	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	1 03/07/2006	
DOE M 470.4-2A	07/23/2009	Physical Protection		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 07/09/2010.				
<b>DOE M 470.4-4A, Change 1</b>	<b>10/12/2010</b>	<b>Information Security Manual</b>		
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		

## Appendix E Baseline List of Required Compliance Documents

### List B - List of Applicable Directives

<b>DOE Directives</b> <b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.19	07/09/1990	Conduct of Operations Requirements for DOE Facilities	2 10/23/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

**Appendix E**  
**Baseline List of**  
**Required Compliance Documents**

**List B - List of Applicable Directives**

<b>Work Smart Standards (WSS) Sets and Standards/Requirements Identification Documents (S/RIDs)</b>				
<b>WSS Sets and S/RIDs can be found at the following address:</b>				
<b><a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></b>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	73 06/29/2010	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	22 06/04/2010	
WSS Set 3	09/30/1996	Accelerator Facilities	3 09/10/2004	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	21 06/04/2010	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	20 06/04/2010	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	21 06/04/2010	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	10 04/16/2010	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	24 06/04/2010	
WSS Set 13	04/18/2003	Spallation Neutron Source	3 02/05/2007	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 498	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001813	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 01/26/2011



**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

There are no additional funds obligated or financial plan changes required for this modification since all tasks are funded within the same American Recovery and Reinvestment Act (Recovery Act) of 2009 project.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$283,000 of Recovery Act funds under the Office of Energy Efficiency and Renewable Energy (EERE) project entitled “BTP4-2004080-National Accounts Acceleration in Support of the Commercial Buildings Initiative”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,898,961,302.90.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. BT-470002-20743-10 (Rev. 1)  (Number from Block 8 of the Work Authorization)	BTP4-2004080-National Accounts Acceleration in Support of the Commercial Buildings Initiative

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

ARRA

U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION		
1a. Project Title: BTP4-2004080-National Accounts Acceleration in Support of the Commercial Buildings Initiative		1b. Work Proposal Number (If applicable): AOP# 2004080
2. Headquarters Program Point of Contact. Name: Joseph Hagerman Organization Code: EE-2J Telephone No.: (202) 586-9192		
3. Headquarters Budget Point of Contact. Name: Norman Hurwitz Organization Code: EE-3B Telephone No.: (202) 287-5588		
4. Responsible Program: Office of Energy Efficiency and Renewable Energy		5. Responsible Secretarial Officer: Catherine Zoi
6. Responsible Field Organization: Oak Ridge Operations Office		
7a. Site and Facility Management Contractor University of Tennessee - Battelle (Oak Ridge National Laboratory)		7b. Contractor Point of Contact. Name: Patrick J. Hughes Telephone No.: (865) 574-9337
8. Work Authorization Number: BT-470002-20743-10		9. Revision Number: 1 WCL
10. Funds Authorized (\$ in thousands). B&R Code: BT0201000-05794-1004211 Previous: <del>\$0</del> <sup>WCL</sup> <del>\$500,000</del> Change: <del>\$500,000</del> <sup>\$0</sup> <sub>WCL</sub> Current: \$500,000		
11. Performance Period Covered by Funds. From: 10/1/2009 To: 2/30/2013	12. Work Start Date: 10/1/2009	13. Expected Completion Date: 2/30/2013
14. Statement of Work:  This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.- <u>50</u> applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.		
<u>Specific Recovery Act Statement of Work:</u>  Carryover funding in the amount of \$500,000 is authorized for Commercial Research & Development. These funds are made available for Project # 20743 - BTP4 - 2004080 - National Accounts Acceleration in Support of the Commercial Buildings Initiative. These funds are to be distributed to Agreement # 20429 - ORNL - Construction Automation - Analytics and Road-Mapping/ Low Cost Wireless Sensor Networks for Efficient Building Energy Management in accordance with Project Code 2004080 - National Accounts Acceleration in Support of the Commercial Buildings Initiative. The objective of this project is to provide a thorough review and benefit analysis of emerging construction automation approaches to determine their business case and evaluate their potential for market adoption and avenues for further development. The buildings envelope construction process accounts for the greatest share of the disparity between predicted and as-built performance of commercial buildings. This objective will be accomplished through two major tasks: 1) Analytics, benefits and business case evaluation, 2) Technology road map. Additionally, The goal of the DOE BTP is to maximize the cost-effective energy efficiency of commercial buildings. More importantly, the ability to improve existing building stocks with easily retrofitted sensors and controls will also result in dramatic energy efficiency improvements. Buildings need to be designed, built, operated, and maintained as an integrated system to achieve more energy efficient performance. To accomplish these goals, buildings should rely on sensors and controls to optimize and sustain performance. This effort will enable buildings to adapt energy usage profiles based upon mission context (e.g., occupancy, environmental conditions, equipment condition monitoring, etc). The team will conduct a demonstration		

MAM

Note: Only \$283,000 of the original \$500,000 is available under this Reprogramming Action.

10-9029-RA

Mark C. Mellon 12/14/10

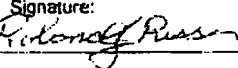
at one or more commercial buildings, producing verifiable energy savings. Funding provided in this work authorization is not approved for obligation of any type of support service contract either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

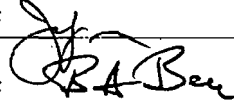
Name (typed): Roland J. Risser,  
Program Manager

Signature: 

Date: 11/22/10

17. DOE Field Organization Official.

Name (typed): Johnny Moore

Signature: 

Date: 12/1/10

18. Contractor's Authorized Representative.

Name (typed): BARRY BERVEN

Signature: 

Date: 12/20/2010

19. DOE Contracting Officer (or delegated representative).

Name (typed): MARK A. MILLION

Signature: 

Date: 12/14/10

10-9029-RA

## **ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

### **Section A : Contractor Recovery Act Schedule or Milestone Requirements**

- Complete initial taxonomy of benefits documented for construction automation in a summary briefing presentation (June 30, 2010 or 6 months from contract award).
- Milestone (2/2011): Integrated SuperMote demonstrated in lab test bed..
- Milestone (3/2011): Bench-test demonstration of PNNL and ANL+SAIC HVAC sensor mote version 1 working in consort with ORNL developed SuperMotes. This bench-test demonstration will show the integrated system including prototypes of all components
- Milestone (5/2011): Four or more SuperMotes fabricated, tested and ready for building deployment.
- Milestone (5/2011): Initiate Study Group on Commercial Building sensors within ISA100 (the standard for industrial wireless). Engage building automation companies.
- Milestone (6/2011): Prototype wireless sensor system installed in test building and ready for DOE demonstration

### **Section B: Contractor Recovery Act Performance Outcomes and Measures**

- All project documents/reports free of technical, grammatical and delivery errors
- Milestone completed with schedule dates
- Ensure briefings, webinars and reports provide qualitative documentation of benefits

### **Section C: Contractor Recovery Act Deliverables**

- Deliverable (12/2010): Draft conceptual design and functional specification for SensorMote and SuperMote. Deliver architecture and inside-the-mesh data protocol.
- Deliverable (12/2010): Establish radio technology for sensor-side and system-side of SuperMote.
- Deliverable (4/2011): Conduct webinar for DOE on system design and performance characteristics.
- Deliverable (7/2011): Presentation of project findings at ACEEE conference.
- Deliverable (8/2011): PowerPoint file and EERE (Save Energy Now) broadcast webinar presentation on project findings and implications for commercial buildings.



## BUILDING TECHNOLOGIES PROGRAM FISCAL YEAR 2011 ANNUAL OPERATING PLAN

### Statement of Work

**Date:** November 4, 2010

**Project Title:** Low Cost Wireless Sensor Networks for Efficient Building Energy Management

**Performer:** Oak Ridge National Laboratory (ORNL)

**Performer Project Manager/Principal Investigator:**

Project Manager - Tim McIntyre

Principal Investigators - Teja Kuruganti, Peter Fuhr

**Performer Management Point of Contact:** Patrick Hughes

**HQ Technology Development Manager (TDM):** Alan Schroeder

**B&R Code/Program Element:** BT0201

**Performer Project Funding**

ORNL will contribute technical expertise and real world experience to the formulation of a sensors, controls and communications architecture (SC&CA) to accelerate cost effective energy efficiency solutions for the commercial buildings sector. The SC&CA will promote deployment of easy to retrofit, open architecture, low power, self organizing sensor networks that enable controls and energy management. This effort will also provide demonstrations with verifiable energy savings for the Office of Buildings Technology. Coordinated by Argonne National Laboratory (ANL), and in cooperation with Pacific Northwest National Laboratory (PNNL) and the School of the Art Institute of Chicago (SAIC), ORNL will contribute to the development of energy significant and cyber secure device designs and network architectures that can be ready leveraged by industry.

Table 1: Project Funding for FY11 (\$000)

Source	Funding to Date	FY 11	After FY11 (proposed)	Total Project
DOE Funding	0	283		283
Cost Share	0	0		
<b>Total</b>	<b>0</b>	<b>283</b>		<b>283</b>

Table 2: Breakout of DOE Funding for FY11 (\$000)

Source	Performer Effort	Performer Travel	Performer Other (Equip, Matl, Supplies)	Subcontracts	DOE Funding Total
DOE ARRA Funding	253	14	16	0*	283

\*No subcontracts are planned.



**Key Project Staff:**

Staff Member	% FTE on Proposed Project
Tim McIntyre	0.20
Peter Fuhr	0.20
Teja Kuruganti	0.05
H.K. Woodworth	0.25

Table 3: DOE Funding Source (\$000)

Budget Type	Funding
ARRA (Re-Programmed)	283
Previous FY Carryover (Re-Programmed)	0
FY11	0
Total (This should be the same as Table 1, FY11, DOE Funding)	283

**Justification for FFRDC Involvement**

The development of a low-cost, small form factor, integrated, wireless, multi-sensor network is a highly multi-disciplinary endeavor. ORNL has demonstrated its ability to propel the sensors and controls marketplace when revolutionary solutions cannot be provided by private industry alone due to the depth and breadth of knowledge required to quickly and effectively overcome technical and economic constraints.

**Summary of Project**

The proposed effort will demonstrate the feasibility and path to commercialization of low cost, wireless, multi-sensor networks for efficient building energy management. Building upon and enabling the integration of sensor motes (temperature, humidity and light level) developed by PNNL, ANL and SAIC, ORNL will create a sensor network architecture that includes design of a super-mote network coordinator module, a mesh networking schema that maximizes network resiliency and cyber security, data acquisition routines and associated software and a building energy management system automation interface. The super-mote will serve as a universal communications gateway, supporting the integration of the sensor motes as well as providing a bridge to legacy systems. Additionally, the super-mote will also provide a platform for the integration of additional sensor and diagnostic capabilities such as CO<sub>2</sub>, electrical current signatures, air flow, damper position, etc.

**Project Context and Relevance to BTP**

The goal of the DOE BTP is to maximize the cost-effective energy efficiency of commercial buildings. More importantly, the ability to improve existing building stocks with easily retrofitted sensors and controls will also result in dramatic energy efficiency improvements. Buildings need to be designed, built, operated, and maintained as an integrated system to achieve more energy efficient performance. To



accomplish these goals, buildings should rely on sensors and controls to optimize and sustain performance.

**Technical Approach**

This effort will enable buildings to adapt energy usage profiles based upon mission context (e.g., occupancy, environmental conditions, equipment condition monitoring, etc). The team will conduct a demonstration at one or more commercial buildings, producing verifiable energy savings. The general role of ORNL, PNNL, and ANL+SAIC are diagrammed in Figure 1. In this context, the wireless commercial building sensors will rely on a mesh network topology and associated communication protocol for battery-operated, easy to deploy edge sensors.

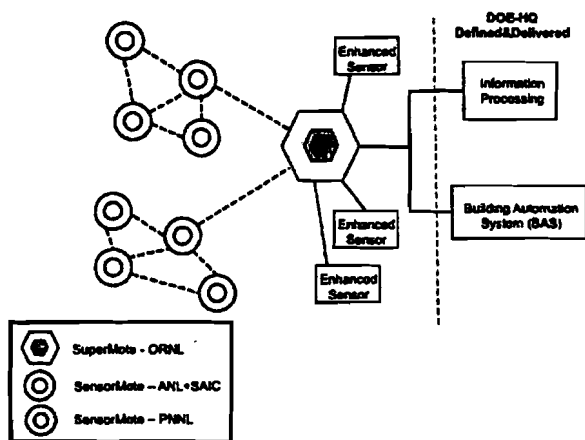


Figure 1. Building technology system architecture utilizes components/devices provided by ORNL, PNNL, and ANL + SAIC.

**ORNL Project Goals:** Design the network architecture for the SensorMotes and SuperMotes (of Figure 1). Determine the correct radio technology (Figure 2) for the sensor-side and system-side of the SuperMote (gateway) device. Perform a technical assessment of the 40+ “available” mesh networking algorithms to determine the optimum solution for the motes. Design, develop and deploy a building automation wireless sensors and controls module (super-mote). Oversee the radio transceiver designs for the project’s wireless sensor modules.







**Task 3:** Oversee the integration of sensor modules developed at PNNL, ANL and SAIC with the ORNL-developed super-mote..

**Task 4:** Create conceptual design for 1 or more sensor enhancements to super-mote.

**Task 5:** Participate with other Project labs in the deployment of the developed system into a building (location to be determined) with a live-demonstration in June 2011..

### **Deliverables and Milestones**

#### **FY2011 Deliverable and Milestones**

**Deliverable (12/2010):** Draft conceptual design and functional specification for SensorMote and SuperMote sensor mote. Deliver architecture and inside-the-mesh data protocol to ANL and PNNL.

**Deliverable (12/2010):** Establish radio technology for sensor-side and system-side of SuperMote. This will allow PNNL and ANL to then know what radio platform their SensorMotes are to be based on.

**Milestone (2/2011):** Integration of enhanced sensor into SuperMote.

**Milestone (3/2011):** Bench-test demonstration of PNNL and ANL+SAIC HVAC sensor mote version 1 working in consort with ORNL developed SuperMotes. This bench-test demonstration, conducted at ORNL, will show the integrated system including prototypes of all components

**Milestone (4/2011):** Conduct webinar for DOE on system design and performance characteristics.

**Milestone (5/2011):** At least four SuperMotes will be fabricated and ready for building deployment.

**Milestone (5/2011):** Initiate Study Group on Commercial Building sensors within ISA100 (the standard for industrial wireless). Engage building automation companies.

**Milestone (6/2011):** Prototype wireless sensor system installed in test building and ready for DOE demonstration

**Deliverable (7/2011):** Presentation of project findings at ACEEE conference.

**Deliverable (8/2011):** PowerPoint file and EERE (Save Energy Now) broadcast webinar presentation on project findings and implications for commercial buildings.

#### **Post-FY2011 Deliverables and Milestones**

**Milestone (10/2011):** Building field test completed

**Milestone (10/2011):** ISA100.SG xx (Building Automation) meeting at ISA100 Annual Meeting (Houston).

**Deliverable (01/2012):** Draft report on building field test and results for building automation system

**Deliverable (3/2012):** Reference design document for all aspects of system.

**Deliverable (4/2012):** Software/firmware code released to ISA100.SGxx (ensures distribution to worldwide community).

**Milestone (6/2012):** 20 reference SuperMotes fabricated and ready for deployment in operational building

**Milestone (9/2012):** HVAC sensor network installed on HVAC units on a test building rooftop (e.g., building of a member of one of the Commercial Building Energy Alliances) with no less than ten packaged units for purposes of testing



U.S. Department of Energy

**Energy Efficiency and Renewable Energy**

*Bringing you a prosperous future where energy is  
clean, abundant, reliable, and affordable*

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**Milestone (12/2012): Successful completion of field testing of enhanced wireless sensor network on rooftop units**

**Deliverable (2/2013): Draft report on field testing of wireless HVAC sensor network on rooftop units**

**International Travel**

**None planned.**

CPS 2005 - Windows Internet Explorer provided by ORR

http://www.eere.doe.gov/CPSWEB/default.htm

Corporate Planning System

CPS 2005

**EERE** | **2010**

Portfolio Management | Funding Information | Reports | Search

Agreement: **ORNL - Construction Automation - Analytics and Road-Mapping/ Low Cost Wireless Sensor Networks for Efficient Building Energy Management (Agreement ID: 20428)**

Go to View Page

Basic Information | Funding Authorizations | **Cost & Obligations** | Milestones | Subcontractors | Documents | Solutions

Total Contract Value: \_\_\_\_\_ Total Cost Share Value: \_\_\_\_\_

**Mortgage/Out-Year Planning Data**

Year	Amount
2010	\$0.00
2011	\$0.00
<b>Total</b>	<b>\$0.00</b>

View Agreement Fund Transfers  Show Adjusted Totals Including Solicitation Award Values

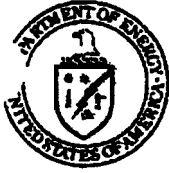
**Authorized Program Guidance**

Funding Action Number	FY	Month	Amount	Funding Source	Type	Expense Type	Funding Action Type
20743-27488	2010	Dec	\$500,000.00	ET0201000-05794-1004212-Commercial R&D (2009)	C	Operating	Program Guidance
<b>Total</b>			<b>\$500,000.00</b>				

View Current Year

Internet | Protected Mode: Off | 100%

10-9029-RA



Department of Energy  
Washington, DC 20585

I certify that the funds stated herein are available for obligation and the work scope is consistent with the intent of Congress.

*David J. Smith*  
David J. Smith  
Lead Budget Analyst, EE-38

FED 10-9029-RA DEC

**MEMORANDUM FOR:** Johnny O. Moore, Assistant Manager for Laboratories/ORNL Site Manager

**SUBJECT:** FY 2010 Buildings Technologies Program Approved Funding for Oak Ridge National Laboratory (ORNL) – ARRA Project Code: 2004080

In accordance with the approved EERE Buildings Technologies Program FY 2010 spend plan, budget authority of \$500,000 in operating expenses is authorized for obligation and expenditure in accordance with program guidance as indicated below. Any required changes must be approved in writing by the appropriate headquarters program manager with a copy to the EERE HQ budget execution staff. Field transfers must be coordinated through the Corporate Planning System (CPS). Funding authorized in this letter is not approved for support service contracts; either as a prime or subcontract award. The laboratory receiving the funds authorized in this letter will be responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.

**PROGRAM GUIDANCE**

<u>Program Activity &amp; Key Activity</u>	<u>B&amp;R and Program Codes</u>	<u>BA(\$)</u>	<u>Fund Value</u>
Buildings Technologies Program Commercial Research & Development	BT0201000-05794- 1004211	\$500,000	05794

Carryover funding in the amount of \$500,000 is authorized for Commercial Research & Development. These funds are made available for Project # 20743 - *BTP4 – 2004080 - National Accounts Acceleration in Support of the Commercial Buildings Initiative*. These funds are to be distributed to Agreement # 20429 - ORNL - Construction Automation – Analytics and Road-Mapping in accordance with Project Code 2004080. The objective of this project is to provide a thorough review and benefit analysis of emerging construction automation approaches to determine their business case and evaluate their potential for market adoption and avenues for further development. The buildings envelope construction process accounts for the greatest share of the disparity between predicted and as-built performance of commercial buildings. This objective will be accomplished through two major tasks: 1) Analytics, benefits and business case evaluation, 2) Technology road map. The headquarters technical point of contact is Drury Crawley who can be reached on (202) 586-2344. The field point of contact is Patrick J. Hughes who can be reached on (865) 574-9337.

Should you have any questions regarding budget matters, please contact Sheila Traynham who can be reached on (202) 586-9487.

Joseph W. Hagerman, Acting Program Manager  
Building Technologies Program  
Energy Efficiency and Renewable Energy



Printed with soy ink on recycled paper

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 499	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$54,500,656.76
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,953,461,959.66. This represents an increase of \$54,500,656.76, from \$11,898,961,302.90 to \$11,953,461,959.66.  Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$2,211,179.27. Cumulative obligations of NAF since Modification 234 are \$148,005,381.71. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	01/27/2011	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 500	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,844,590.07

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,955,306,549.73. This represents an increase of \$1,844,590.07, from \$11,953,461,959.66 to \$11,955,306,549.73.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED 01/27/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 501	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,468,383.57

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,956,774,933.30. This represents an increase of \$1,468,383.57, from \$11,955,306,549.73 to \$11,956,774,933.30.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 01/27/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 502	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,316,914.65

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,958,091,847.95. This represents an increase of \$1,316,914.65, from \$11,956,774,933.30 to \$11,958,091,847.95.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 01/27/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 503	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,139,822.76

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,960,231,670.71. This represents an increase of \$2,139,822.76, from \$11,958,091,847.95 to \$11,960,231,670.71.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 01/31/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 504	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$35,922.33

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,960,267,593.04. This represents an increase of \$35,922.33, from \$11,960,231,670.71 to \$11,960,267,593.04.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 01/31/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO. 505	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC001812	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$232,165.79

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$11,960,499,758.83. This represents an increase of \$232,165.79, from \$11,960,267,593.04 to \$11,960,499,758.83.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 01/31/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 506	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002033	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2.			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0227::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 02/08/2011

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

There are no additional funds obligated or financial plan changes required for this modification since all tasks are funded within the same American Recovery and Reinvestment Act (Recovery Act) of 2009 project.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of Recovery Act funds involving multiple tasks under the Basic Energy Sciences project entitled “Nanoscale Science Research Centers (Project Code 2005040)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,960,499,758.83.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. KC/OR41/9/ARRA-1 (Rev. 02)  (Number from Block 8 of the Work Authorization)	Nanoscale Science Research Centers (Project Code 2005040)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: <b>ARRA</b> Basic Energy Sciences – Nanoscale Science Research Centers (Project code 2005040)		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact. Name: Harriet Kung Organization Code: SC-22 Telephone No.: (301) 903-3081			
3. Headquarters Budget Point of Contact. Name: Mike Osinski Organization Code: SC-41 Telephone No.: (301) 903-3590			
4. Responsible Program: Basic Energy Sciences		5. Responsible Secretarial Officer: Under Secretary for Science	
6. Responsible Field Organization: Oak Ridge Office			
7a. Site and Facility Management Contractor: UT - Battelle LLC - Oak Ridge National Laboratory		7b. Contractor Point of Contact. Name: Telephone No.:	
8. Work Authorization Number: KC/OR41/9/ARRA-I		9. Revision Number: 02	
10. Funds Authorized (\$ in thousands). B&R Code: KC Previous: \$5,785 Change: \$+0 Current: \$5,785			
11. Performance Period Covered by Funds. From: 02/17/09 To: 09/30/10		12. Work Start Date: June 2009	13. Expected Completion Date: March 2012
14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.999 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions. The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported. <u>Specific Recovery Act Statement of Work:</u> Funds are revised as follows: Electron Microscopy with Soft-Material Emphasis is decreased from \$1,700,000 by \$29,000 for a revised total of \$1,671,000. Low-Temperature Non-Contact Force Microscopy for Molecular Imaging of Photoactive Interfaces is increased from \$815,000 by \$168,000 for a revised total of \$983,000. Two Computational Cluster Units of Oak Ridge Institutional Cluster is reduced from \$600,000 by \$34,400 for a revised total of \$565,600. Small-angle X-ray Diffraction for Nanomaterials and Films is reduced from \$600,000 by \$34,600 for a revised total of \$565,400. Advanced Optical Profilometer with Dynamic 3-D Analysis is decreased from \$430,000 by \$70,000 for a revised total of \$360,000. This WAS redistributes the funding amongst the equipment; the overall funding remains unchanged. Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.			
15. Reporting Requirements (Status reports, scientific and technical information or similar): The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.			
16. Work Authorization Program Official. Name (typed): Harriet Kung Signature: <i>Harriet Kung</i> Date: 1/26/2011			
17. DOE Field Organization Official. Name (typed): Michele G. Branton Signature: <i>M. G. Branton</i> Date: 2-3-2011			
18. Contractor's Authorized Representative. Name (typed): Michelle V. Buchann Signature: <i>M. V. Buchann</i> Date: 2/4/11			
19. DOE Contracting Officer (or delegated representative). Name (typed): MARK A. MILLION Signature: <i>Mark A. Million</i> Date: 2/2/2011			

MARK



Attachment A – Contractor Recovery Act Performance Requirements  
Nanoscale Science Research Centers – Recovery Act Project # 2005040

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

- Milestone 1: FY 09 – end of 4<sup>th</sup> quarter
- Milestone 2: FY 10 – end of 1<sup>st</sup> quarter
- Milestone 3: FY 10 – end of 2<sup>nd</sup> quarter
- Milestone 4: FY 10 – end of 3<sup>rd</sup> quarter
- Milestone 5: FY 11 – end of 2<sup>nd</sup> quarter (6 Instruments)
- Milestone 6: FY 12 – end of 2<sup>nd</sup> quarter (2 Instruments)

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Measure for Milestone 1: All instrument specifications completed, reviewed, and submitted to procurement organization.
- Measure for Milestone 2: One or more instrument orders awarded to vendor(s)
- Measure for Milestone 3: All instrument orders awarded to vendors.
- Measure for Milestone 4: One or more instruments received and available for use.
- Measure for Milestone 5: 6 instruments received and available for use.
- Measure for Milestone 6: 2 instruments received and available for use.

**Section C: Contractor Recovery Act Deliverables**

Quarterly progress reports from the contractor indicate procurement of instruments is proceeding as planned.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 507	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002207	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 2.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).  
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 4180::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <u>Mark A. Million</u> (Signature of Contracting Officer)	16C. DATE SIGNED 02/17/2011
(Signature of person authorized to sign)			

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$250,000 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (from operating to capital) under the project entitled “Nuclear Physics - R&D on Alternative Isotope Production Techniques (Project Code 2005280)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$11,960,499,758.83.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization (Attachment 1):

Work Authorization Number	Work Authorization Title
(Number from Block 8 of the Work Authorization)	Nuclear Physics - R&D on Alternative Isotope Production Techniques (Project Code 2005280)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

**ATTACHMENT 1**

**WORK AUTHORIZATION**

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: 89-X-4180**

1a. Project Title: <b>Nuclear Physics – R&amp;D on Alternative Isotope Production Techniques (2005280)</b>		1b. Work Proposal Number (if applicable): Various	
2. Headquarters Program Point of Contact: Name: <b>Timothy Hallman</b> Organization Code: <b>SC-26</b> Telephone No.: <b>(301) 903-3613</b>			
3. Headquarters Budget Point of Contact: Name: <b>Andrea Condrad</b> Organization Code: <b>SC-41</b> Telephone No.: <b>(301) 903-3310</b>			
4. Responsible Program: <b>Nuclear Physics</b>		5. Responsible Secretarial Officer: <b>Director, Office of Science</b>	
6. Responsible Field Organization: <b>Oak Ridge Office</b>			
7a. Site and Facility Management Contractor: <b>UT Battelle LLC – Oak Ridge National Laboratory</b>		7b. Contractor Point of Contact: Name: <b>Jeffrey Binder</b> Telephone No.: <b>865-576-3879</b>	
8. Work Authorization Number: <b>ST/OR419/ARRA-4</b>		9. Revision Number: <b>02</b>	
10. Funds Authorized (\$ in thousands). B&R Code: <b>ST</b> Previous: <b>\$4,117</b> Change: <b>\$+0</b> Current: <b>\$4,117*</b>			
11. Performance Period Covered by Funds. From: <b>2/17/09</b> To: <b>09/30/10</b>		12. Work Start Date: <b>10/2009</b>	13. Expected Completion Date: <b>08/2011</b> <i>See 1/25/2011</i>
14. Statement of Work (See attached) <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified within, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act, and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by NP will be applied as necessary to ensure that all NP activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this way will be supported.</p> <p><u>Specific Recovery Act Statement of Work:</u></p> <p>The following funding is provided for awards made under FOA 09-14, R&amp;D on Alternative Isotope Production Techniques.</p> <p><b>\$250,000 in OPE funding, previously provided under ST-50-01-03 for FWP #ERST005 entitled "Integration of Centrifuge and Electromagnetic Separation for Preparation of Stable Isotopes" is approved to be withdrawn and provided as EQU funding. Capital funding is required for the purchase and installation of the electromagnetic separator ventilation system. The Principal Investigator is Kevin Hart. The project period is October 2009 to October 2011.</b></p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule Milestones, Performance Measures, and Outcomes and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.</p>			

\* Includes OPE funding \$2,867,000, EQU funding \$1,250,000.

**Continuation of WAS - R&D on Alternative Isotope Production Techniques (2005280)**

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official:

Name (typed): Timothy J. Hallman

Signature:



Date:

1/21/2011

17. DOE Field Organization Official:

Name (typed): Michele G. Branton

Signature:



Date:

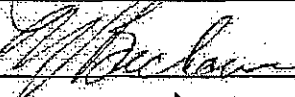
2-2-2011

18. Contractor's Authorized Representative:

CRM 2/2/11

Name (typed): Michelle V. Buchanan

Signature:



Date:

2-3-11

19. DOE Contracting Officer (or delegated representative):

Name (typed): MARK A. MILLION

Signature:



Date:

2/1/11

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS  
R&D on Alternative Isotope Production Techniques (2005280)**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

**1Q FY10**

- Initiate research and development for all awards under Isotope Production and Development for Research and Applications (FWP #s ERST001, ERST004, and ERST005).

**2Q FY10**

- Report on first quarter progress due.

Progress reports are due each quarter through project completion.

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

- Perform research and development according to proposals, consistent with approved budgets.

Federal Program Director will verify research and development performance through quarterly progress reports, and conference calls as needed.

**Section C: Contractor Recovery Act Deliverables**

- Quarterly progress reports on the activities conducted for each research and development project.
- Final report on each research and development project (FWP #s ERST001, ERST004, and ERST005).

# ATTACHMENT 2

## FINANCIAL PLAN REPORT



Financial Plan Number: 1

Fiscal Year: 2011

Fiscal Month: 05

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)**

Report Generated on: February 15, 2011 at 03:38:13

PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	02302	VQ	2720715	ST5001030	25400	0000000	2005280	0000000		2,083,423.24	0.00	-250,000.00	-250,000.00	1,833,423.24
<i>AY 2009 - Work Authorization ST/OR41/ARRA-4</i>														
470002	02302	VQ	2720715	ST5001030	31003	0000000	2005280	0000000		1,000,000.00	0.00	250,000.00	250,000.00	1,250,000.00
<i>AY 2009 - Work Authorization ST/OR41/ARRA-4</i>														
470002	02302	VQ	2720719	ST6001030	25400	0000000	2005230	0000000		811,895.29	0.00	0.00	0.00	811,895.29
470002	02302	VQ	2720719	ST6001030	31003	0000000	2005230	0000000		1,856,586.74	0.00	0.00	0.00	1,856,586.74
<b>Total for Program Parent/Control Point: ST0000000</b>										5,751,905.27	0.00	0.00	0.00	5,751,905.27
<b>Total for Fund Type: VQ</b>										5,751,905.27	0.00	0.00	0.00	5,751,905.27
<b>Total for Recipient Code: OR</b>										5,751,905.27	0.00	0.00	0.00	5,751,905.27
<b>Total for Reporting Entity: 470002</b>										5,751,905.27	0.00	0.00	0.00	5,751,905.27
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)</b>										5,751,905.27	0.00	0.00	0.00	5,751,905.27

Financial Plan Number: 1

Fiscal Year: 2011

Fiscal Month: 05

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

# Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X4180)

Report Generated on: February 15, 2011 at 03:38:13

PM

Agency	Obligation Change Amount
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

## *TAS Sub-Report*

**DOE and Non-Appropriated Funding:** 89X4180

**Reimbursable Funding:**

No Reimbursable Funding Exists

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 508	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002373	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$45,154,454.95

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,005,654,213.78. This represents an increase of \$45,154,454.95, from \$11,960,499,758.83 to \$12,005,654,213.78.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$6,505,115.10. Cumulative obligations of NAF since Modification 234 are \$154,510,496.81.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 02/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 509	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002373	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
			10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,633,840.82

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,008,288,054.60. This represents an increase of \$2,633,840.82, from \$12,005,654,213.78 to \$12,008,288,054.60.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 02/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 510	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002373	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$548,543.69

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,008,836,598.29. This represents an increase of \$548,543.69, from \$12,008,288,054.60 to \$12,008,836,598.29.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED 02/28/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
511	See Block 16C	11SC002373	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$699,965.02

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,009,536,563.31. This represents an increase of \$699,965.02, from \$12,008,836,598.29 to \$12,009,536,563.31.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	02/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 512	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002373	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$50,670.38

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.



**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,009,485,892.93. This represents a decrease of \$50,670.38, from \$12,009,536,563.31 to \$12,009,485,892.93.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/2/2011	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/28/2011
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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
513	See Block 16C	11SC002373	1   1
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge	00518	Oak Ridge	00518

U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)
CODE 099114287		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
FACILITY CODE		10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$6,231.83



13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91


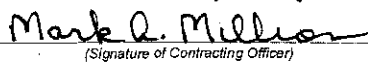
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,009,479,661.10. This represents a decrease of \$6,231.83, from \$12,009,485,892.93 to \$12,009,479,661.10.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)	3/2/2011	 (Signature of Contracting Officer)	02/28/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 514		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11SC002373	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00518		7. ADMINISTERED BY (If other than Item 6) CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231					
CODE 099114287		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Decrease:		-\$389.47	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91				
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,009,479,271.63. This represents a decrease of \$389.47, from \$12,009,479,661.10 to \$12,009,479,271.63.					
FOB: Destination					
Period of Performance: 04/01/2000 to 03/31/2015					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 3/2/2011	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 02/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 515	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002373	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$52.23

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

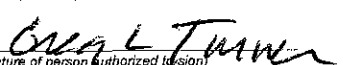

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,009,479,219.40. This represents a decrease of \$52.23, from \$12,009,479,271.63 to \$12,009,479,219.40.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/2/2011
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/28/2011

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

516

See Block 16C

11SC002776

6. ISSUED BY

CODE

00518

7. ADMINISTERED BY (If other than Item 6)

CODE

00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

UT-BATTELLE, LLC  
Attn: Quinn Windham, Director  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

(x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC05-00OR22725

10B. DATED (SEE ITEM 13)

CODE 099114287

FACILITY CODE

10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$65,436,547.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,074,915,766.40. This represents an increase of \$65,436,547.00, from \$12,009,479,219.40 to \$12,074,915,766.40.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$0.00.

Cumulative obligations of NAF since Modification 234 are \$154,510,496.81.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark A. Million

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

03/17/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 517	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002833	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

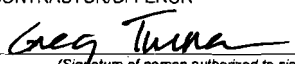
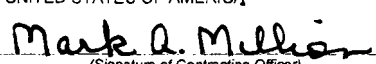
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-44 attached hereto. Requirement Change Notice No. OR-44 includes those directive which have been accepted through February 28, 2011.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg Turner Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/29/2011
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 3/31/2011

DOE Form  
(04/1991)

RCN No. OR-44

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

Page 1 of 8

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I-124, Laws,  
Regulations, and DOE Directives (DEC  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2010

This Requirements Change Notice (RCN) No. OR-44 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets. ES&H-related directives in WSS sets have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE O 142.3A                      DOE O 422.1                      DOE M 470.4-1, Chg. 2

**DELETIONS:**

DOE O 142.3, Chg. 1              DOE M 470.4-1, Chg. 1              DOE O 5480.19, Chg. 2

**EXTENSIONS:**

**UPDATES:**

WSS Set 2, Change 23              WSS Set 3, Change 4              WSS Set 4, Change 22              WSS Set 5 Change 21  
WSS Set 7, Change 22              WSS Set 9, Change 11              WSS Set 10, Change 25              WSS 13, Change 4

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 142.3A, Implementation Plan, to be submitted  
DOE O 414.1C, Implementation Plan, Revision 3, closed  
DOE O 422.1, Implementation Plan, to be submitted  
DOE O 430.2B, Implementation Plan, submitted for closure  
DOE O 450.1A, Implementation Plan, closed

**ADMINISTRATIVE CORRECTION:**

DOE AUTHORIZING SIGNATURE:

DATE:

*M. G. Branton*  
for Johnny O. Moore, Contracting Officer's Representative

3-4-2011

**Summary of Changes for RCN-44  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 142.3	Unclassified Foreign Visits and Assignments Program	Deletion	ORO Letter 11/30/2010 ORNL Letter 12/21/2010
DOE O 142.3A	Unclassified Foreign Visits and Assignments Program	Addition Implementation Plan to be submitted by 03/29/2011	ORO Letter 11/30/2010 ORNL Letter 12/21/2010
DOE O 414.1C	Quality Assurance	Implementation Plan, Revision 3, approved for closure on 02/09/2011	ORNL Letter 12/16/2010 ORO approval 02/09/2011
DOE O 422.1	Conduct of Operations	Addition Implementation Plan to be submitted 04/29/2011 WSS Set 2, Change 23 WSS Set 3, Change 4 WSS Set 4, Change 22 WSS Set 5, Change 21 WSS Set 7, Change 22 WSS Set 10, Change 25 WSS Set 13, Change 4	ORO Letter 07/20/2010 ORNL Letter 07/30/2010 ORNL Letter 10/18/2010 ORO approval 10/21/2010 ORNL Letter 12/06/2010 ORO approval 01/21/2011
DOE O 430.2B	Departmental Energy, Renewable Energy and Transportation Management	Implementation Plan submitted for closure 02/09/2011	ORNL Letter 02/09/2011
DOE O 450.1A	Environmental Protection Program	Implementation Plan submitted for closure 02/09/2011 Implementation Plan closure Approval 02/15/2011	ORNL Letter 02/09/2011 ORO approval 02/15/2011
DOE M 470.4-1, Change 1	Safeguards and Security Program Planning and Management	Deletion	ORO Letter 12/03/2010 ORNL Letter 12/15/2010
DOE M 470.4-1, Change 2	Safeguards and Security Program Planning and Management	Addition	ORO Letter 12/03/2010 ORNL Letter 12/15/2010
DOE O 5480.19, Chang 2	Conduct of Operations Requirements for DOE Facilities	Deletion WSS Set 2, Change 23 WSS Set 3, Change 4 WSS Set 4, Change 22 WSS Set 5, Change 21 WSS Set 7, Change 22 WSS Set 10, Change 25 WSS Set 13, Change 4	ORO Letter 07/20/2010 ORNL Letter 07/30/2010 ORNL Letter 10/18/2010 ORO approval 10/21/2010 ORNL Letter 12/06/2010 ORO approval 01/21/2011
	International Building Codes IBC (2006)	Deletion WSS Set 9, Change 11	ORNL Letter 12/06/2010 ORO approval 01/21/2011
	International Building Codes IBC (2009)	Addition WSS Set 9, Change 11	ORNL Letter 12/06/2010 ORO approval 01/21/2011

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 110.3A	01/25/2007	Conference Management		
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
<b>DOE O 142.3A</b>	<b>10/14/2010</b>	<b>Unclassified Foreign Visits and Assignments Program</b>		
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 03/29/2011</b>				
DOE O 150.1	05/08/2008	Continuity Programs		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
DOE M 205.1-5, Administrative Change 2	12/22/2009	Cyber Security Process Requirements Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-6, Administrative Change 2	12/22/2009	Media Sanitization Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-7, Administrative Change 2	12/22/2009	Security Controls for Unclassified Information Systems Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-8, Administrative Change 2	12/22/2009	Cyber Security Incident Management Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				

Appendix E  
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<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1A, Attachment 1	11/26/1997	Accident Investigation		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 05/06/2011 by DOE N 251.86.
DOE O 241.1A	04/09/2001	Scientific and Technical Information Management	1 10/14/2003	
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revised, Revision 2, submitted to DOE on 10/15/2010.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1	11/19/1999	Technical Standards Program		
DOE O 313.1	11/19/2009	Management and Funding of the Department's Overseas Presence		See Footnote (2)
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1	09/30/1996	Contractor Human Resource Management Programs	3 02/23/2010	
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B	04/19/2006	Laboratory Directed Research and Development		



Appendix E  
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<b>DOE Directives  may be found at the following address:  <a href="http://www.directives.doe.gov">http://www.directives.doe.gov/</a></b>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 413.3A	11/17/2008	Program and Project Management for the Acquisition of Capital Assets	1	
Compliance Line: Implementation Plan, approved by DOE on 5/27/2009.				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
Exemption Request: Submitted to DOE for CTA approval on 04/16/2010 per DOE O 410.1.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
<b>DOE O 422.1</b>		<b>Conduct of Operations</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 04/29/2011</b>				
DOE O 425.1D	04/16/2010	Verification of Readiness to Start Up or Restart Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, approved by DOE on 11/04/2010.				
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
<b>Compliance Line: Implementation Plan, submitted to DOE for closure on 02/09/2011.</b>				
DOE O 433.1B	04/21/2010	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 435.1-1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	
DOE O 435.1,	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (1).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		

Appendix E  
Baseline List of  
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<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 04/19/2011 by DOE N 251.79.
DOE O 460.1C	05/14/2010	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1	08/26/2005	Safeguards and Security Program Planning and Management	2 10/20/2010	
DOE M 470.4-2A	07/23/2009	Physical Protection		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 07/09/2010.				
DOE M 470.4-4A	01/16/2009	Information Security Manual	1 10/12/2010	
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1	04/09/2003	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3	04/09/2003	Identifying and Protecting Official Use Only Information		
DOE M 475.1-1B	08/28/2007	Manual for Identifying Classified Information		
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2	08/28/2007	Identifying Classified Information		

Appendix E  
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List B - List of Applicable Directives

<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1	08/17/2006	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<p align="center"><b>Work Smart Standards (WSS) Sets  may be found at the following address:  <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></b></p>				
<b>Required Compliance Document</b>	<b>Approval Date</b>	<b>Title</b>	<b>Change # Approval Date</b>	<b>Notes and Comments</b>
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	73 06/29/2010	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	<b>23</b> <b>01/21/2011</b>	
WSS Set 3	09/30/1996	Accelerator Facilities	<b>4</b> <b>01/21/2011</b>	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	<b>22</b> <b>01/21/2011</b>	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	<b>21</b> <b>01/21/2011</b>	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	<b>22</b> <b>01/21/2011</b>	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	<b>11</b> <b>01/21/2011</b>	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	<b>25</b> <b>01/21/2011</b>	
WSS Set 13	04/18/2003	Spallation Neutron Source	<b>4</b> <b>01/21/2011</b>	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

2. AMENDMENT/MODIFICATION NO. 518	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936	5. PROJECT NO. (If applicable)
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6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,577,477.08

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

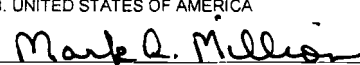
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,077,493,243.48. This represents an increase of \$2,577,477.08, from \$12,074,915,766.40 to \$12,077,493,243.48.

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	 (Signature of Contracting Officer)
	16C. DATE SIGNED 03/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
519	See Block 16C	11SC002936	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,118,986.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,082,612,229.48. This represents an increase of \$5,118,986.00, from \$12,077,493,243.48 to \$12,082,612,229.48.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	03/29/2011

2. AMENDMENT/MODIFICATION NO. 520  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. 11SC002936  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831  
 7. ADMINISTERED BY (If other than Item 6) CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13)  
 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$674,757.28

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,083,286,986.76. This represents an increase of \$674,757.28, from \$12,082,612,229.48 to \$12,083,286,986.76.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Mark A. Million  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 Mark A. Million  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 03/30/2011  
 (Signature of person authorized to sign)

2. AMENDMENT/MODIFICATION NO. 521	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936	5. PROJECT NO. (If applicable)
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6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518	7. ADMINISTERED BY (If other than Item 6)	CODE	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$639,383.98

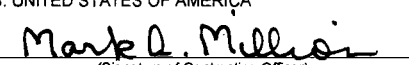
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,083,926,370.74. This represents an increase of \$639,383.98, from \$12,083,286,986.76 to \$12,083,926,370.74.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)
	16B. UNITED STATES OF AMERICA 
	16C. DATE SIGNED 03/30/2011



2. AMENDMENT/MODIFICATION NO. 522	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936	5. PROJECT NO. (If applicable)
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6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$810,679.61

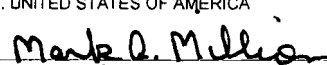
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,084,737,050.35. This represents an increase of \$810,679.61, from \$12,083,926,370.74 to \$12,084,737,050.35.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 523	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$895,991.26

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,085,633,041.61. This represents an increase of \$895,991.26, from \$12,084,737,050.35 to \$12,085,633,041.61.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 03/30/2011

2. AMENDMENT/MODIFICATION NO. 524	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936	5. PROJECT NO. (If applicable) 1
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6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$78,959.72

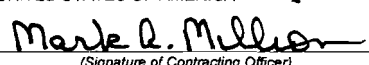
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,085,712,001.33. This represents an increase of \$78,959.72, from \$12,085,633,041.61 to \$12,085,712,001.33.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/30/2011

2. AMENDMENT/MODIFICATION NO. 525	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy *P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$874,573.12

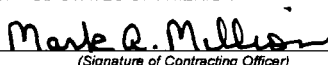
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,086,586,574.45. This represents an increase of \$874,573.12, from \$12,085,712,001.33 to \$12,086,586,574.45.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	03/30/2011

2. AMENDMENT/MODIFICATION NO. 526	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC002936 / 11SC003007	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$64,008,618.25

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

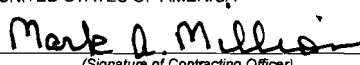
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,150,595,192.70. This represents an increase of \$64,008,618.25, from \$12,086,586,574.45 to \$12,150,595,192.70.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$11,480,676.25. Cumulative obligations of NAF since Modification 234 are \$165,991,173.06.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 527	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003163	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

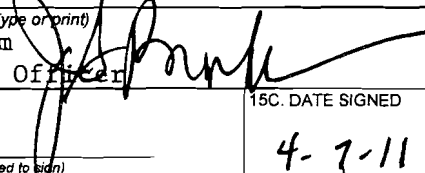
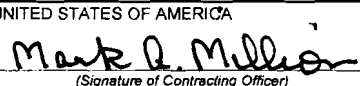
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J: Scott Branham Chief Financial Officer		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 4-7-11	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 4/7/2011

The purpose of this modification is to amend the contract as follows: 1) replace contract clause H-40, Advance Understandings Regarding Additional Item of Allowable Costs, with new clause entitled "Advance Understandings Regarding Additional Items of Allowable Costs" to include the allowance of certain training and education costs for researchers and students who are not employed under the contract, and 2) replace Appendix G, Performance Evaluation and Measurement Plan, for FY 2010 in Section J of the contract with the Performance Evaluation and Measurement Plan for FY 2011.

All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

- 1) Clause H-40, Advance Understandings Regarding Additional Item of Allowable Costs, is deleted in its entirety and replaced with the following:

**"H-40 Advance Understandings Regarding Additional Items of Allowable Costs**

- (a) Imputed interest costs relating to leases classified and accounted for as capital leases under generally accepted accounting principles (GAAP) are allowable, provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved in writing by the DOE Contracting Officer in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose.
- (b) Training and Education costs described in subparagraphs (b)(1) and (b)(2) below that the Contractor incurs in complying with the requirements of paragraph C-4 (d), Mission-Related Partnerships, of the contract will not be unallowable due solely to non-compliance with the FAR cost principle at FAR 31.205-44 titled "Training and education costs." In order to be allowable, however, such Training and Education costs must comply with all other contract terms and conditions, including reasonableness, allocability, and the limitations of FAR Subpart 31.2.
  - (1) Notwithstanding the provisions of FAR cost principle 31.205-44(e), stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this contract but are participating in research, educational or training activities under this contract to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved by the Contracting Officer.
  - (2) Notwithstanding the provisions of FAR cost principle 31.205-44(e), payments to educational institutions for tuition and fees, or institutional allowances, in connection with fellowship or other research, educational or training programs

approved by the Contracting Officer for researchers and students who are not employed under this contract.”

- 2) Appendix G, “FY 2010 UT-Battelle Performance Evaluation and Measurement Plan” dated September 2009, of Section J is deleted and replaced with the attached “FY 2011 UT-Battelle Performance Evaluation and Measurement Plan” dated September 2010.



**STANDARDS OF  
PERFORMANCE-BASED FEE**

**FY 2011**

**UT-BATTELLE  
PERFORMANCE EVALUATION  
AND MEASUREMENT PLAN**

**Management and Operation of the  
Oak Ridge National Laboratory**

**September 2010**

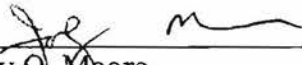
Approval Page



Thom Mason  
President and Chief Executive Officer  
UT-Battelle, LLC

Oct. 1, 2010

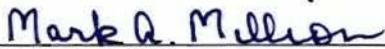
Date



Johnny O. Moore  
Assistant Manager for Science  
U.S. Department of Energy

10/7/10

Date



Mark A. Million  
Contracting Officer  
U.S. Department of Energy

10/7/2010

Date

# Contents

<b>INTRODUCTION .....</b>	<b>4</b>
<b>I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (AS APPLICABLE).....</b>	<b>4</b>
<b>II. PERFORMANCE GOALS, OBJECTIVES &amp; NOTABLE OUTCOMES .....</b>	<b>10</b>
<b>GOAL 1.0 PROVIDE FOR EFFICIENT AND EFFECTIVE MISSION ACCOMPLISHMENT ....</b>	<b>12</b>
1.1 Provide Science and Technology Results with Meaningful Impact on the Field .....	12
1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals. ....	15
Notable Outcomes.....	19
<b>GOAL 2.0 PROVIDE FOR EFFICIENT AND EFFECTIVE DESIGN, FABRICATION, CONSTRUCTION AND OPERATIONS OF RESEARCH FACILITIES.....</b>	<b>22</b>
2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2) .....	22
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4) .....	24
2.3 Provide Efficient and Effective Operation of Facilities .....	26
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities.....	28
Notable Outcomes.....	29
<b>GOAL 3.0 PROVIDE EFFECTIVE AND EFFICIENT SCIENCE AND TECHNOLOGY PROGRAM MANAGEMENT .....</b>	<b>33</b>
3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision .....	33
3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management .....	36
3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs .....	38
Notable Outcomes.....	40
<b>GOAL 4.0 PROVIDE SOUND AND COMPETENT LEADERSHIP AND STEWARDSHIP OF THE LABORATORY .....</b>	<b>44</b>
4.1 Leadership and Stewardship of the Laboratory .....	44
4.2 Management and Operation of the Laboratory .....	45
4.3 Contractor Value-added .....	47
Notable Outcomes.....	48
<b>GOAL 5.0 SUSTAIN EXCELLENCE AND ENHANCE EFFECTIVENESS OF INTEGRATED SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION .....</b>	<b>49</b>

<b>GOAL 6.0</b>	<b>DELIVER EFFICIENT, EFFECTIVE, AND RESPONSIVE BUSINESS SYSTEMS AND RESOURCES THAT ENABLE THE SUCCESSFUL ACHIEVEMENT OF THE LABORATORY MISSION(S)</b> .....	<b>50</b>
	Notable Outcomes.....	50
<b>GOAL 7.0</b>	<b>SUSTAIN EXCELLENCE IN OPERATING, MAINTAINING, AND RENEWING THE FACILITY AND INFRASTRUCTURE PORTFOLIO TO MEET LABORATORY NEEDS</b> .....	<b>52</b>
	Notable Outcomes.....	52
<b>GOAL 8.0</b>	<b>SUSTAIN AND ENHANCE THE EFFECTIVENESS OF INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT (ISSM) AND EMERGENCY MANAGEMENT SYSTEMS</b> .....	<b>54</b>
<b>ATTACHMENT I</b> .....		<b>56</b>
<b>ATTACHMENT II</b> .....		<b>57</b>

## INTRODUCTION

This document, the Performance Evaluation and Measurement Plan (PEMP), primarily serves as DOE's Quality Assurance/Surveillance Plan (QASP) for the evaluation of UT-Battelle, LLC (hereafter referred to as "the Contractor") performance regarding the management and operations of the Oak Ridge National Laboratory (hereafter referred to as "the Laboratory") for the evaluation period from October 1, 2010, through September 30, 2011. The performance evaluation provides a standard by which to determine whether the Contractor is managerially and operationally in control of the Laboratory and is meeting the mission requirement and performance expectations/objectives of the Department as stipulated within this contract.

This document also describes the distribution of the total available performance-based fee and the methodology for determining the amount of fee earned by the Contractor as stipulated within the clauses entitled, "Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts" and "Total Available Fee: Base Fee Amount and Performance Fee Amount." The Total Available FY 2011 Fee is \$11,200,000 (Base Fee: \$0, Performance Fee: \$11,200,000). In partnership with the Contractor and other key customers, the Department of Energy (DOE) Headquarters (HQ) and the Site Office have defined the measurement basis that serves as the Contractor's performance-based evaluation and fee determination.

The Performance Goals (hereafter referred to as Goals), Performance Objectives (hereafter referred to as Objectives) and set of Notable Outcomes (Performance Measures/Targets) discussed herein were developed in accordance with contract expectations set forth within the contract. The Notable Outcomes for meeting the Objectives set forth within this plan have been developed in coordination with HQ program offices as appropriate. Except as otherwise provided for within the contract, the evaluation and fee determination will rest solely on the Contractor's performance within the Performance Goals and Objectives set forth within this plan.

The overall performance against each Objective of this performance plan, to include the evaluation of Notable Outcomes, shall be evaluated jointly by the appropriate HQ office, major customer and/or the Site Office as appropriate. This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific Notable Outcomes as well as all additional information available to the evaluating office. The Site Office shall work closely with each HQ program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

Section I provides information on how the performance rating (grade) for the Contractor, as well as how the performance-based incentives fee earned (if any) will be determined. As applicable, also provides information on the award term eligibility requirements.

Section II provides the detailed information concerning each Goal, their corresponding Objectives, and Notable Outcomes identified, along with the weightings assigned to each Goal and Objective and a table for calculating the final grade for each Goal.

### **I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (as applicable)**

The FY 2011 Contractor performance grades for each Goal will be determined based on the weighted sum of the individual scores earned for each of the Objectives described within this document for Science and Technology (S&T) and for Management and Operations (M&O). No overall rollup grade will be provided. The rollup of the performance of each Goal will then be utilized to determine the Contractor numerical score for S&T and M&O

(see Table A below). These initial numerical scores for S&T and M&O will then be adjusted based on the numerical score for Goal 4.0 (see Table B below). The resulting overall final numerical score derived for S&T will be utilized to determine the amount of available fee that may be earned (see Table D). The resulting overall final numerical score derived for M&O will be utilized to determine the multiplier to be applied (see Table D) to the S&T fee earned to determine the final amount of fee earned for FY 2011. Each Goal is composed of two or more weighted Objectives and each Objective has set definitions and/or Notable Outcomes, which are linked to an Objective or set of Objectives to assist the reviewer in determining the Contractor's overall performance in meeting an Objective(s). Where utilized each of the Notable Outcomes highlight key aspects/areas of performance deserving special attention for the upcoming fiscal year and are utilized as a means of determining the Contractor's success in meeting the Objective along with other performance information available to the evaluating office from other sources to include, but not limited to, operational awareness (daily oversight) activities; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.), as needed. The following describes the methodology for determining the Contractor's grade for each Goal.

#### Performance Evaluation Methodology:

The purpose of this section is to establish a methodology to develop grading at the Objective level. Each Objective within a Goal shall be assigned a grade and corresponding numerical score by the evaluating office. Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the corresponding Objectives based on all performance information available to the evaluating office.

For the three S&T Goals (1.0 – 3.0) the Contractor shall be evaluated against the defined levels of performance provided for each Objective under the S&T Goals. The Contractor performance under Goal 4.0 will also be evaluated using the defined levels of performance described for the three Objectives under Goal 4.0. The descriptions for these defined levels of performance are included in Section II.

It is the DOE's expectation that the Contractor provides for and maintains management and operational (M&O) systems that efficiently and effectively support the current mission(s) of the Laboratory and assure the Laboratory's ability to deliver against DOE's future needs. In evaluating the Contractor's performance DOE shall assess the degree of effectiveness and performance in meeting each of the Objectives provided under each of the Goals. For the four M&O Goals (5.0 – 8.0) DOE will rely on a combination of the information through the Contractor's own assurance systems, the ability of the Contractor to demonstrate the validity of this information, and DOE's own independent assessment of the Contractor's performance across the spectrum of its responsibilities. The latter might include, but is not limited to operational awareness (daily oversight) activities; formal assessments conducted; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.).

The mission of the Laboratory is to deliver the science and technology needed to support Departmental missions and other sponsor's needs. Operational performance at the Laboratory meets DOE's expectations (defined as the grade of B+) for each Objective if the Contractor is performing at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance that has, or has the potential to, 1) adversely impact the delivery of the current and/or future DOE/Laboratory mission(s), 2) adversely impact the DOE and or the Laboratory's reputation, or 3) does not provide the competent people, necessary facilities and robust systems necessary to ensure sustainable performance, shall be graded below expectations as defined in Figure I-1 below.

The Department sets our expectations high, and expects performance at that level to optimize the efficient and effective operation of the Laboratory. Thus, the Department does not expect routine Contractor performance above expectations against the M&O Goals (5.0 – 8.0). Performance that might merit grades above B+ would need to reflect a Contractor's unexpectedly strong improvement in a particular area, significant contributions to the management and operations at the system of Laboratories, or recognition by external, independent entities as exemplary performance.

Definitions for the grading scale for the Goal 5.0 – 8.0 Objectives are provided in Figure I-1, below:

Letter Grade	Numerical Grade	Definition
A+	4.3-4.1	Significantly exceeds expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance is notable for its significant contributions to the management and operations across the SC system of laboratories, and/or has been recognized by external, independent entities as exemplary.
A	4.0-3.8	Notably exceeds expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s). Performance is notable for its contributions to the management and operations across the SC system of laboratories, and/or as been recognized by external, independent entities as exemplary.
A-	3.7-3.5	Exceeds expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s).
B+	3.4-3.1	Meets expectations of performance against all aspects of the Objective in question. The Contractor's systems function at a level that fully supports the Laboratory's current and future science and technology mission(s). No performance has, or has the potential to, adversely impact 1) the delivery of the current and/or future DOE/Laboratory mission(s), 2) the DOE and/or the Laboratory's reputation, or does not 3) provide a sustainable performance platform.
B	3.0 -2.8	Just misses meeting expectations of performance against a few aspects of the Objective in question. In a few minor instances, the Contractor's systems function at a level that does not fully support the Laboratory's current and future science and technology mission, or provide a sustainable performance platform.
B-	2.7-2.5	Misses meeting expectations of performance against several aspects of the Objective in question. In several areas, the Contractor's systems function at a level that does not fully support the Laboratory's current and future science and technology mission, or provide a sustainable performance platform.
C+	2.4-2.1	Misses meeting expectations of performance against many aspects of the Objective in question. In several notable areas, the Contractor's systems function at a level that does not fully support the Laboratory's current and future science and technology mission or provide a sustainable performance platform, and/or have affected the reputation of the Laboratory or DOE.
C	2.0-1.8	Significantly misses meeting expectations of performance against many aspects of the Objective in question. In many notable areas, the Contractor's systems do not support the Laboratory's current and future science and technology mission, nor provide a sustainable performance platform and may affect the reputation of the Laboratory or DOE.
C-	1.7- 1.1	Significantly misses meeting expectations of performance against most aspects of the Objective in question. In many notable areas, the Contractor's systems demonstrably hinder the Laboratory's ability to deliver on current and future science and technology mission, and have harmed the reputation of the Laboratory or DOE.
D	1.0-0.8	Most or all expectations of performance against the Objective in question are missed. Performance failures in this area have affected all parts of the Laboratory; DOE leadership engagement is required to deal with the situation and help the Contractor.
F	0.7-0	All expectations of performance against the Objective in question are missed. Performance failures in this area are not recoverable by the Contractor or DOE.

**Figure I-1. Letter Grade and Numerical Grade Definitions**

This year, a set of Notable Outcomes have been identified under each Goal to highlight the Contractor key aspects/areas of performance deserving special attention for the upcoming fiscal year. Each Notable Outcome is linked to one or more Objectives, and failure to meet expectations against any Notable Outcome will result in a grade less than B+ for that Objective(s). Performance above expectations against a Notable Outcome will be considered in the context of the Contractor's entire performance with respect to the relevant Objective.

Calculating Individual Goal Scores and Letter Grades:

Each Objective is assigned the earned numerical score by the evaluating office as stated above. The Goal rating is then computed by multiplying the numerical score by the weight of each Objective within a Goal. These values are then added together to develop an overall numerical score for each Goal. For the purpose of determining the final Goal grade, the raw numerical score for each Goal will be rounded to the nearest tenth of a point utilizing the standard rounding convention discussed below and then compared to Table C. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation of Objective numerical scores to the Goal grade. Utilizing the raw numerical grade for each Goal within Table A, below, the scores for each of the S&T and M&O Goals are then multiplied by the weight assigned and these are summed to provide an overall raw numerical score for each.

As stated above the raw numerical score from each calculation shall be carried through to the next stage of the calculation process. The raw numerical score for Science and Technology and Management and Operations will be rounded to the nearest tenth of a point for purposes of determining fee as indicated in Table C. A standard rounding convention of x.44 and less rounds down to the nearest tenth (here, x.4), while x.45 and greater rounds up to the nearest tenth (here, x.50).



S&T Performance Goal	Numerical Score	Letter Grade	Weight <sup>1</sup>	
1.0 Mission Accomplishment			TBD%	
2.0 Construction and Operations of User Research Facilities and Equipment			TBD%	
3.0 Science and Technology Research Project/Program Management			TBD%	
<b>Initial S&amp;T Score</b>				
4.0 Leadership and Stewardship of the Laboratory <sup>2</sup>				
M&O Performance Goal	Numerical Score	Letter Grade	Weight	
5.0 Integrated Safety, Health, and Environmental Protection			30%	
6.0 Business Systems			25%	
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio			25%	
8.0 Integrated Safeguards and Security Management and Emergency Management Systems			20%	
<b>Initial M&amp;O Score</b>				

**Table A. FY 2011 Contractor Evaluation Initial Numerical Score Calculation**

	Numerical Score	Weight		
Initial S&T Score		0.75		
Goal 4.0		0.25		
<b>Final S&amp;T Score</b>				
Initial M&O Score		0.75		
Goal 4.0		0.25		
<b>Final M&amp;O Score</b>				

**Table B. FY 2011 Final S&T and M&O Score Calculation**

Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F
<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>

**Table C. FY 2011 Contractor Letter Grade Scale**

<sup>1</sup> The final weights to be utilized for determining the overall S&T score will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>2</sup> The Goal 4.0 score will only be used as an adjustment factor to determine the final S&T and M&O scores for the laboratory as shown in Table B.

Determining the Amount of Performance-Based Fee Earned:

The percentage of the available performance-based fee that may be earned by the Contractor shall be determined based on the overall weighted numerical score for the S&T Goals (see Table B, above) and then compared to Table D, below. The overall numerical grade of the M&O Goals from Table B shall then be utilized to determine the final fee multiplier (see Table D), which shall be utilized to determine the overall amount of performance-based fee earned for FY 2011 as calculated within Table D.

<b>Overall Final Score from Table B.</b>	<b>Percent S&amp;T Fee Earned</b>	<b>M&amp;O Fee Multiplier</b>
4.3	<b>100%</b>	<b>100%</b>
4.2		
4.1		
4.0	<b>97%</b>	<b>100%</b>
3.9		
3.8		
3.7	<b>94%</b>	<b>100%</b>
3.6		
3.5		
3.4	<b>91%</b>	<b>100%</b>
3.3		
3.2		
3.1		
3.0	<b>88%</b>	<b>95%</b>
2.9		
2.8		
2.7	<b>85%</b>	<b>90%</b>
2.6		
2.5		
2.4		
2.3	<b>75%</b>	<b>85%</b>
2.2		
2.1		
2.0		
1.9	<b>50%</b>	<b>75%</b>
1.8		
1.7		
1.6	<b>0%</b>	<b>60%</b>
1.5		
1.4		
1.3		
1.2		
1.1		
<b>1.0 to 0.8</b>	<b>0%</b>	<b>0%</b>
<b>0.7 to 0.0</b>	<b>0%</b>	<b>0%</b>

**Table D. Performance-Based Fee Earned Scale**

Overall Fee Determination	
Percent S&T Fee Earned from Table D.	
M&O Fee Multiplier from Table D.	X
Overall Earned Performance-Based Fee	

**Table E. Final Percentage of Performance-Based Fee Earned Determination**

Adjustment to the Letter Grade and/or Performance-Based Fee Determination:

The lack of performance objectives and notable outcomes in this plan do not diminish the need to comply with minimum contractual requirements. Although the performance-based Goals and their corresponding Objectives shall be the primary means utilized in determining the Contractor’s performance grade and/or amount of performance-based fee earned, the Contracting Officer may unilaterally adjust the rating and/or reduce the otherwise earned fee based on the Contractor’s performance against all contract requirements as set forth in the Prime Contract. While reductions may be based on performance against any contract requirement, specific note should be made to contract clauses which address reduction of fee including, Standards of Contractor Performance Evaluation, DEAR 970.5215-1 – “Total Available Fee: Base Fee Amount and Performance Fee Amount”, and DEAR 970.5215-3 – “Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts”. Data to support rating and/or fee adjustments may be derived from other sources to include, but not limited to, operational awareness (daily oversight) activities; “For Cause” reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.), as needed.

The adjustment of a grade and/or reduction of otherwise earned fee will be determined by the severity of the performance failure and consideration of mitigating factors. DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts is the mechanism used for reduction of fee as it relates to performance failures related to safeguarding of classified information and to adequate protection of environment, health and safety. Its guidance can also serve as an example for reduction of fee in other areas.

The final Contractor performance-based grades for each Goal and fee earned determination will be contained within a year-end report, documenting the results from the DOE review. The report will identify areas where performance improvement is necessary and, if required, provide the basis for any performance-based rating and/or fee adjustments made from the otherwise earned rating/fee based on Performance Goal achievements.

**II. PERFORMANCE GOALS, OBJECTIVES & NOTABLE OUTCOMES**

**Background**

The current performance-based management approach to oversight within DOE has established a new culture within the Department with emphasis on the customer-supplier partnership between DOE and the laboratory contractors. It has also placed a greater focus on mission performance, best business practices, cost management, and improved contractor accountability. Under the performance-based management system the DOE provides clear direction to the laboratories and develops annual performance plans (such as this one) to assess the contractors performance in meeting that direction in accordance with contract requirements. The DOE policy for implementing performance-based management includes the following guiding principles:

- Performance objectives are established in partnership with affected organizations and are directly aligned to the DOE strategic goals;
- Resource decisions and budget requests are tied to results; and

- Results are used for management information, establishing accountability, and driving long-term improvements.

The performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on demonstrated performance by the laboratory, and on a set of Notable Outcomes that focus laboratory leadership on the specific items that are the most important initiatives and highest risk issues the laboratory must address during the year. These Notable Outcomes should be objective, measurable, and results-oriented to allow for a definitive determination of whether or not the specific outcome was achieved at the end of the year.

### **Performance Goals, Objectives, and Notable Outcomes**

The following sections describe the Performance Goals, their supporting Objectives, and associated Notable Outcomes for FY 2011.

## **GOAL 1.0 Provide for Efficient and Effective Mission Accomplishment**

**The science and technology programs at the Laboratory produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; receive appropriate external recognition of accomplishments; and contribute to overall research and development goals of the Department and its customers.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Mission Accomplishment Goal measures the overall effectiveness and performance of the Contractor in delivering science and technology results which contribute to and enhance the DOE's mission of protecting our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge by supporting world-class, peer-reviewed scientific results, which are recognized by others.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Tables 1.1, 1.2, & 1.3). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

- Office of Science (SC) (TBD%)
- Office of Defense Nuclear Nonproliferation (DNN) (TBD%)
- Department of Homeland Security (DHS) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Assistant Secretary for Fossil Energy (FE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)
- Nuclear Regulatory Commission (NRC) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 1.4 below). The overall score earned is then compared to Table 1.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2011 as compared to the total cost for those remaining HQ Program Offices.

### **Objectives**

#### **1.1 Provide Science and Technology Results with Meaningful Impact on the Field**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Performance of the Laboratory with respect to proposed research plans;

- Performance of the Laboratory with respect to community impact and peer review; and
- Performance of the Laboratory with respect to impact to DOE mission needs.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Impact of publications on the field, as measured primarily by peer review;
- Impact of S&T results on the field, as measured primarily by peer review;
- Impact of S&T results outside the field indicating broader interest;
- Impact of S&T results on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Delivery on proposed S&T plans;
- Significant awards (Nobel Prizes, R&D 100, FLC, etc.);
- Invited talks, citations, making high-quality data available to the scientific community; and
- Development of tools and techniques that become standards or widely-used in the scientific community.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>significant research areas for which the Laboratory has exceeded the expectations of the proposed research plans in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</i></li> <li>• S&amp;T conducted at the Laboratory <i>has resolved one of the most critical questions in the field, or has changed the way the research community thinks about a particular field through paradigm shifting discoveries that would be considered the most influential discovery of the decade for that field.</i></li> <li>• S&amp;T conducted at the Laboratory <i>provided major advances that significantly accelerate DOE or other customer mission(s).</i></li> </ul>
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations of the proposed research plans in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</i></li> <li>• <i>All areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory has <i>significant positive impact</i> to DOE or other customer missions.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations of the proposed research plans.</i></li> <li>• <i>Significant areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory <i>significantly impact</i> DOE or other customer missions.</li> </ul>

Letter Grade	Definition
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory are of <i>high</i> scientific merit and quality</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul>
B	<ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• S&amp;T conducted at the Laboratory are <i>not uniformly of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory has <i>failed to successfully execute</i> proposed research plans <i>but contingencies were in place such that no funding was or will be terminated.</i> OR S&amp;T conducted at the Laboratory <i>does little to advance</i> DOE or other customer missions.</li> <li>• <i>Significant areas of</i> S&amp;T conducted at the Laboratory are <i>not of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory do not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>In several significant aspects,</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources such that some funding was or will be terminated</i> OR S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions</li> <li>• <i>Significant areas of</i> S&amp;T conducted at the Laboratory are <i>of poor</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> AND <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>

Letter Grade	Definition
D	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>Multiple program elements at the Laboratory failed to deliver on proposed research plans using available resources such that significant funding was or will be terminated.</i></li> <li>• <i>Multiple significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> <li>• <i>S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions.</i></li> </ul>
F	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>Multiple program elements at the Laboratory failed to deliver on proposed research plans using available resources resulting in total termination of funding.</i></li> <li>• <i>Multiple significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities OR the Laboratory has been found to have engaged in gross scientific incompetence and/or scientific fraud.</i></li> <li>• <i>S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions.</i></li> </ul>

## 1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals.

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Innovativeness / Novelty of research ideas put forward by the Laboratory;
- Extent to which Laboratory staff members take on substantive or formal leadership roles in their community;
- Extent to which Laboratory staff members take on formal leadership roles in DOE and SC activities; and
- Extent to which Laboratory staff members contribute thoughtful and thorough peer reviews and other research assessments as requested by DOE and SC.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- Willingness to pursue novel approaches and/or demonstration of innovative solutions to problems;



- Willingness to take on high-risk/high payoff/long-term research problems, evidence that previous risky decisions by the PI/research staff have proved to be correct and are paying off;
- The uniqueness and challenge of science pursued, recognition for doing the best work in the field;
- Extent and quality of collaborative efforts;
- Staff members visible in leadership positions in the scientific community;
- Involvement in professional organizations, National Academies panels and workshops,
- Effectiveness in driving the direction and setting the priorities of the community in a research field; and
- Success in competition for resources.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the following conditions hold for ALL Laboratory staff:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations AND <i>in National Academy or equivalent panels to discuss and determine further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities, for example, Laboratory staff members chair or co-chair DOE-sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas and are internationally recognized leaders in the field</i>.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations AND <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas</i>.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations OR <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently submits competitive proposals that challenge convention and open <i>significant</i> new avenues for research that are well aligned with DOE mission needs.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
B <sup>+</sup>	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members are <i>active participants</i> in professional organizations, committees, and activities, and take on leadership responsibilities commensurate with experience and expertise.</li> <li>• Laboratory staff members are <i>active participants</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> <li>• Laboratory staff are <i>active participants</i> in multi-institutional research collaborations</li> </ul>
B	<ul style="list-style-type: none"> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Although <i>regular participants</i> in professional organizations, committees, and activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>regular participants</i> in DOE sponsored workshops and strategic planning activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>active members</i> of multi-institutional research collaborations, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>

Letter Grade	Definition
B-	<ul style="list-style-type: none"> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory program submits competitive proposals <i>but these either lack innovation or are not well aligned with DOE mission needs.</i></li> <li>• Laboratory staff are <i>infrequent participants</i> in professional organizations, committees, and activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Laboratory staff are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members <i>do not reliably</i> contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• <i>Some areas of research, previously supported, are no longer competitive.</i></li> <li>• Laboratory staff members are <i>infrequent participants</i> in professional organizations, committees, and activities, AND <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Laboratory staff members are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although Laboratory staff members are <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
D	<p>The Laboratory fails to meet the conditions for B+ because <i>the Laboratory staff are working on problems that are no longer at the forefront of science and are considered mundane.</i></p>
F	<p>Review has found the Laboratory staff to be <i>guilty of gross scientific incompetence and/or scientific fraud.</i></p>

**Notable Outcomes**

- **BES:** Deliver impactful science for the Energy Frontier Research Center: “Fluid Interface Reactions, Structures and Transport (FIRST) Center” and “Energy Frontier Center for Defect Physics in Structural Materials (CDP).” (Objective 1.1)

Science Program Office <sup>3</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Advanced Scientific Research</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall ASCR Total					
<b>Office of Basic Energy Sciences</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall BES Total					
<b>Office of Biological and Environmental Research</b>					
1.1 Impact			60%		
1.2 Leadership			40%		
Overall BER Total					
<b>Office of Fusion Energy Sciences</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall FES Total					
<b>Office of Nuclear Physics</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall NP Total					

**Table 1.1 – SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Performance Goal 1.0 Total</b>					

**Table 1.2 – SC Program Office Overall Performance Goal Score Development<sup>4</sup>**

<sup>3</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

HQ Program Office <sup>5</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Defense Nuclear Nonproliferation</b>					
1.1 Impact			67%		
1.2 Leadership			33%		
Overall DNN Total					
<b>Department of Homeland Security</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall DHS Total					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
1.1 Impact			60%		
1.2 Leadership			40%		
Overall EERE Total					
Overall IN Total					
<b>Office of Fossil Energy</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall FE Total					
<b>Office of Nuclear Energy</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall NE Total					
<b>Office of Electricity and Energy Reliability</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall OE Total					
<b>Nuclear Regulatory Commission</b>					
1.1 Impact			50%		
1.2 Leadership			50%		
Overall NRC Total					

**Table 1.3 – Other Program Office & Customer Performance Goal Score Development**

<sup>4</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>5</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
Office of Science			TBD%		
Office of Defense Nuclear Nonproliferation			TBD%		
Department of Homeland Security			TBD%		
Office of Energy Efficiency and Renewable Energy			TBD%		
Office of Fossil Energy			TBD%		
Office Nuclear Energy			TBD%		
Office of Electricity and Energy Reliability			TBD%		
Nuclear Regulatory Commission			TBD%		
<b>Performance Goal 1.0 Total</b>					

**Table 1.4 – Overall Performance Goal Score Development<sup>6</sup>**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 1.5 – Goal Final Letter Grade**

<sup>6</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

**GOAL 2.0 Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities**

**The Laboratory provides effective and efficient strategic planning; fabrication, construction and/or operations of Laboratory research facilities; and are responsive to the user community.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities Goal shall measure the overall effectiveness and performance of the Contractor in planning for and delivering leading-edge specialty research and/or user facilities to ensure the required capabilities are present to meet today's and tomorrow's complex challenges. It also measures the Contractor's innovative operational and programmatic means for implementation of systems that ensures the availability, reliability, and efficiency of these facilities; and the appropriate balance between R&D and user support.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Tables 2.1, 2.2, & 2.3). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

- Office of Science (SC) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 2.4 below). The overall score earned is then compared to Table 2.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2011 as compared to the total cost for those remaining HQ Program Offices.

**Objectives**

**2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory's delivery of accurate and timely information required to carry out the critical decision and budget formulation process;
- The Laboratory's ability to meet the intent of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets;
- The extent to which the Laboratory appropriately assesses risks and contingency needs; and

- The extent to which the Laboratory is effective in its unique management role and partnership with HQ.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- The quality of the scientific justification for proposed facilities resulting from preconceptual R&D;
- The technical quality of conceptual and preliminary designs and the credibility of the associated cost estimates
- The credibility of plans for the full life cycle of proposed facilities including financing options;
- The leveraging of existing facilities and capabilities of the DOE Laboratory complex in plans for proposed facilities; and
- The novelty and potential impact of new technologies embodied in proposed facilities.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for B+; the Laboratory <i>exceeds expectations</i> in <i>all</i> of these categories:</p> <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as the leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate and thoroughly document the potential for transformational scientific advancement.</li> <li>• Approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective.</li> <li>• Reviews repeatedly confirm strong potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> <li>• The Laboratory identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing and these efforts result in significant cost estimate and/or risk reductions without loss or, or while enhancing capability.</li> </ul>
A	<p>In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met:</p> <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as a leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate the potential for revolutionary scientific advancement working in partnership with HQ</li> <li>• The Laboratory identifies, analyzes, and champions, to HQ and Site office, novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing.</li> </ul>



Letter Grade	Definition
A-	<p>In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met:</p> <ul style="list-style-type: none"> <li>• The approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective</li> <li>• Reviews repeatedly confirm potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory displays leadership and commitment in the development of quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2).</li> <li>• Documentation requested by the programs is provided in a timely and thorough manner.</li> <li>• The Laboratory keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis; anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.</li> <li>• The Laboratory solves problems and addresses issues to avoid adverse impacts to the project.</li> </ul>
B	The Laboratory fails to meet expectations in one of the areas listed under B+.
B-	The Laboratory fails to meet expectations in several of the areas listed under B+
C	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the required analyses and documentation developed by the Laboratory are EITHER not innovative, OR reflect a lack of commitment and leadership.
D	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the Laboratory fails to provide a compelling justification for the acquisition.
F	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the approaches proposed by the Laboratory are based on fraudulent assumptions; the science case is weak to non-existent, and the business case is seriously flawed.

**2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s adherence to DOE Order 413.3 Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components by the Laboratory;
- The Laboratory’s effectiveness in meeting construction schedule and budget;
- The quality of key Laboratory staff overseeing the project(s); and
- The extent to which the Laboratory maintains open, effective, and timely communication with HQ regarding issues and risks.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for A,</p> <ul style="list-style-type: none"> <li>• There is high confidence throughout the execution phase that the project will be completed <i>significantly</i> under budget and/or ahead of schedule while meeting or exceeding all performance baselines;</li> </ul>
A	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory has identified and implemented practices that would allow the project scope to be <i>significantly expanded</i> if such were desirable, without impact on baseline cost or schedule;</li> <li>• The Laboratory <i>always</i> provides <i>exemplary</i> project status reports on time to DOE and takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to be <i>exemplary</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
A-	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory has identified practices that would allow for the project scope to be expanded if such were desirable, without impact on baseline cost or schedule;</li> <li>• Problems are identified and corrected by the Laboratory promptly, with no impact on scope, cost or schedule</li> <li>• The Laboratory provides <i>particularly useful</i> project status reports on time to DOE and regularly takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to <i>exceed expectations</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives</p> <ul style="list-style-type: none"> <li>• The project meets CD-2 performance measures;</li> <li>• The Laboratory provides sustained leadership and commitment to environment, safety and health;</li> <li>• Reviews regularly recognize the Laboratory for being proactive in the management of the execution phase of the project;</li> <li>• To a large extent, problems are identified and corrected by the Laboratory with little, or no impact on scope, cost or schedule;</li> <li>• DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.</li> </ul>
B	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> <li>• The project fails to meet expectations in <i>one</i> of the remaining areas listed under B+.</li> </ul>
B-	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> <li>• The project fails to meet expectations in <i>several</i> of the areas listed under B+</li> </ul>

Letter Grade	Definition
C	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT  The project fails to meet expectations in <i>several</i> of the areas listed under B+  AND</p> <ul style="list-style-type: none"> <li>• Reviews indicate project remains at risk of breaching its cost/schedule performance baseline;</li> <li>• Reports to DOE can vary in degree of completeness</li> </ul>
D	<p>The project fails to meet conditions for B+ in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Reviews indicate project is likely to breach its cost/schedule performance baseline;</li> <li>• Laboratory commitment to environment, safety and health issues is inadequate;</li> <li>• Reports to DOE are largely incomplete; Laboratory commitment to the project has subsided.</li> </ul>
F	<p>The project fails to meet conditions for B+ in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Laboratory falsifies data during project execution phase;</li> <li>• Shows disdain for executing the project within minimal standards for environment, safety or health,</li> <li>• Fails to keep DOE informed of project status;</li> <li>• Recent reviews indicate that the project is expected to breach its cost/schedule performance baseline.</li> </ul>

### 2.3 Provide Efficient and Effective Operation of Facilities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The availability, reliability, performance, and efficiency of Laboratory facility(ies);
- The degree to which the facility is optimally arranged to support the user community;
- The extent to which Laboratory R&D is conducted to develop/expand the capabilities of the facility(ies);
- The Laboratory’s effectiveness in balancing resources between facility R&D and user support; and
- The quality of the process used to allocate facility time to users.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>significantly less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be exemplary and widely regarded as among the ‘best in class’</li> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for the users and the program in the performance/ review period.</li> </ul>
A	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in most of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be <i>exemplary</i> and widely regarded as among the ‘best in class’.</li> </ul>
A-	<p>In addition to satisfying all conditions for B+, <i>one</i> of the following conditions is met:</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be among the best by reviews;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Performance of the facility <i>meets</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, capability (for example, beam delivery, luminosity, peak performance, etc),</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations occur as planned;</li> <li>• Data on environment, safety, and health continues to be very good as compared with other projects in the DOE.</li> <li>• User surveys meet program expectations and reflect that the Laboratory is responsive to user needs.</li> </ul>
B	The project fails to meet expectations in <i>one</i> of the areas listed under B+.
B-	The project fails to meet expectations in <i>more than one</i> of the areas listed under B+.

Letter Grade	Definition
C	<p>Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example,</p> <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, capability is well below expectations.</li> <li>• The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is satisfactory.</li> </ul>
D	<p>Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example,</p> <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low; capability is well below expectations.</li> <li>• The facility operates somewhat below steady state, on cost and on schedule, and the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is inadequate.</li> </ul>
F	<ul style="list-style-type: none"> <li>• The facility fails to operate; the facility operates well below steady state <b>and/or</b> the reliability of the performance is well below planned values.</li> <li>• Laboratory commitment to environment, safety, and health issues is inadequate.</li> </ul>

#### 2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The extent to which the facility is being used to perform influential science;
- The Laboratory’s efforts to take full advantage of the facility to generate impactful S&T results;
- The extent to which the facility is strengthened by a resident Laboratory research community that pushes the envelope of what the facility can do and/or are among the scientific leaders of the community;
- The Laboratory’s ability to appropriately balance access by internal and external user communities; and
- The extent to which there is a healthy program of outreach to the scientific community.

Letter Grade	Definition
A+	<p>In addition to meeting all measures under A,</p> <ul style="list-style-type: none"> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for a new user community.</li> </ul>

Letter Grade	Definition
A	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are met</p> <ul style="list-style-type: none"> <li>• An <i>aggressive</i> outreach programs is in place and has been documented as attracting new communities to the facility;</li> <li>• Reviews consistently find that the facility capability or scope of research potential <i>significantly</i> exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews find that multiple disciplines are using the facility in new and novel ways that the facility is being used to pursue influential science.</li> </ul>
A-	<p>In addition to satisfying all conditions for B+, all of the following conditions are met</p> <ul style="list-style-type: none"> <li>• A <i>strong</i> outreach program is in place;</li> <li>• Reviews find that the facility capability or scope of research potential exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews document how multiple disciplines are using the facility in new and novel ways and/or that the facility is being used to pursue important science.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Reviews find / validate that the facility is being used for influential science;</li> <li>• The scope of facility capabilities is challenged and broadened by resident users;</li> <li>• The Laboratory effectively manages user allocations;</li> <li>• The Laboratory effectively maintains the facility to required performance standards (for example, runtime, luminosity, etc)</li> <li>• A healthy outreach program is in place.</li> </ul>
B	The Laboratory fails to meet expectations in <i>one</i> of the areas listed under B+
B-	The Laboratory fails to meet expectations in <i>several</i> of the areas listed under B+
C	The Laboratory fails to meet expectations in <i>many</i> of the areas listed under B+
D	Reviews find that there are few facility users, few of whom are using the facility in novel ways to produce impactful science; research base is very thin.
F	Laboratory staff does not possess capabilities to operate and/or use the facility adequately.

### Notable Outcomes

- **FES:** Plan and execute the U.S. contributions to the ITER Project. (Objective 2.1)
- **ASCR:** Deliver a plan, with options, for meeting mid-term and long-term OLCF infrastructure needs. (Objective 2.3)
- **ASCR:** Successfully manage the INCITE selection process to optimize scientific impact, as determined by expert review in FY 2011. (Objective 2.4)
- **NP:** Develop and initiate a strategic plan to improve the reliability of HRIBF operation. (Objective 2.3)
- **BES:** Successfully operate SNS and HFIR as premier user facilities, increasing the number of users to reflect the increase in the number of instruments and enhancing the scientific impact of the facilities. Complete and begin implementation of a Science Strategic Plan for Neutron

Sciences aimed at transforming SNS into a “facility known for its scientific excellence.”  
(Objective 2.4)

<b>Science Program Office<sup>7</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Weighted Score</b>	<b>Overall Score</b>
<b>Office of Advanced Scientific Research</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			10%		
2.3 Provide Efficient and Effective Operation of Facilities			70%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%		
Overall ASCR Total					
<b>Office of Basic Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			15%		
2.3 Provide Efficient and Effective Operation of Facilities			65%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%		
Overall BES Total					
<b>Office of Biological and Environmental Research</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			90%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%		
Overall BER Total					
<b>Office of Fusion Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			100%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to			0%		

<sup>7</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

External User Communities					
Overall FES Total					
<b>Office of Nuclear Physics</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			85%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			15%		
Overall NP Total					

**Table 2.1 – SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Performance Goal 2.0 Total</b>					

**Table 2.2 – SC Program Office Overall Performance Goal Score Development<sup>8</sup>**

HQ Program Office <sup>9</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			90%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%		
Overall EERE Total					
<b>Office of Nuclear Energy</b>					
2.1 Provide Effective Facility Design(s)			0%		

<sup>8</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>9</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.



2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			100%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%		
Overall NE Total					
<b>Office of Electricity and Energy Reliability</b>					
2.1 Provide Effective Facility Design(s)			25%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			25%		
2.3 Provide Efficient and Effective Operation of Facilities			25%		
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			25%		
Overall OE Total					

**Table 2.3 – Other Program Office & Customer Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
Office of Science			TBD%		
Office of Energy Efficiency and Renewable Energy			TBD%		
Office Nuclear Energy			TBD%		
Office of Electricity and Energy Reliability			TBD%		
Performance Goal 2.0 Total					

**Table 2.4 – Overall Performance Goal Score Development<sup>10</sup>**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 2.5 – Goal Final Letter Grade**

<sup>10</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

### **GOAL 3.0 Provide Effective and Efficient Science and Technology Program Management**

**The Laboratory provides effective program vision and leadership; strategic planning and development of initiatives; recruits and retains a quality scientific workforce; and provides outstanding research processes, which improve research productivity.**

The weight of this Goal is TBD%.

The Provide Effective and Efficient Science and Technology Program Management Goal shall measure the Contractor's overall management in executing S&T programs. Dimensions of program management covered include: 1) providing key competencies to support research programs to include key staffing requirements; 2) providing quality research plans that take into account technical risks, identify actions to mitigate risks; and 3) maintaining effective communications with customers to include providing quality responses to customer needs.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 3.1, 3.2, & 3.3). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011 provided by the Program Offices listed below.

- Office of Science (SC) (TBD%)
- Office of Defense Nuclear Nonproliferation (DNN) (TBD%)
- Department of Homeland Security (DHS) (TBD%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (TBD%)
- Assistant Secretary for Fossil Energy (FE) (TBD%)
- Office of Nuclear Energy (NE) (TBD%)
- Office of Electricity Delivery and Emergency Reliability (OE) (TBD%)
- Nuclear Regulatory Commission (NRC) (TBD%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 3.4 below). The overall score earned is then compared to Table 3.5 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2011 as compared to the total cost for those remaining HQ Program Offices.

#### **Objectives**

##### **3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality of the Laboratory’s strategic plan;
- The extent to which the Laboratory shows strategic vision for research
- The extent to which programs of research take advantage of Laboratory capabilities—research programs are more than the sum of their individual project parts;
- The extent to which the Laboratory undertakes research for which it is uniquely qualified;
- The extent to which lab plans are aligned with DOE mission goals;
- The extent to which the Laboratory programs are balanced between high-/low- risk research for a sustainable program; and
- The extent to which the Laboratory is able to retain and recruit staff for a sustainable program

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Articulation of scientific vision;
- Development and maintenance of core competencies,
- Ability to attract and retain highly qualified staff;
- Efficiency and effectiveness of joint planning (e.g., workshops) with outside community;
- Creativity and robustness of ideas for new facilities and research programs; and
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that the Laboratory “guessed right” in that previous risky decisions proved to be correct and are paying off.
- The depth and breadth of Laboratory research portfolio and its potential for growth.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following:</p> <ul style="list-style-type: none"> <li>• <i>Most</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>most</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off;</li> <li>• The Laboratory has succeeded in developing new core competencies of <i>outstanding</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC missions;</li> </ul>
A	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve the following:</p> <ul style="list-style-type: none"> <li>• <i>Several</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>several</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off</li> <li>• The Laboratory has succeeded in developing <i>new</i> core competencies of <i>high</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC missions</li> </ul>

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory's strategic plan has enabled the Laboratory to achieve at least one of the following:</p> <ul style="list-style-type: none"> <li>• At least one of the Laboratory's core competencies is recognized as <i>world-leading</i>;</li> <li>• The Laboratory has attracted and retained <i>world-leading</i> scientists in one or more programs;</li> <li>• The Laboratory has a coherent plan for addressing future workforce challenges.</li> </ul>
B+	<p>The execution of the Laboratory's strategic plan has enabled the Laboratory to achieve each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory has articulated a coherent and compelling strategic plan that has been developed with input from external research communities and headquarters guidance, which, where appropriate, includes a coherent plan for building smaller research programs into new core competencies; and reallocates resources away from less effective programs.</li> <li>• The Laboratory has demonstrated the ability to attract and retain professional scientific staff in support of its strategic vision.</li> <li>• The portfolio of Laboratory research balances the needs for both high-risk/ high-payoff research and stewardship of mission-critical research.</li> <li>• The Laboratory's research portfolio takes advantage of unique capabilities at the Laboratory.</li> <li>• The Laboratory's research portfolio includes activities for which the Laboratory is uniquely capable.</li> </ul>
B	<p>The Laboratory fails to satisfy one of the conditions for B+; for example</p> <ul style="list-style-type: none"> <li>• The Laboratory's strategic plan is only <i>partially</i> coherent and is not entirely well-connected with external communities;</li> <li>• The portfolio of Laboratory research does <i>not</i> appropriately balance high-risk/ high-payoff research and stewardship of mission-critical research;</li> <li>• The Laboratory has developed and maintained <i>some, but not all</i>, of its core competencies.</li> <li>• The plan to attract and retain professional scientific staff is <i>lacking</i> strategic vision.</li> </ul>
B-	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following:</p> <ul style="list-style-type: none"> <li>• Weak programmatic vision insufficiently connected with external communities;</li> <li>• Development and maintenance of only a few core competencies</li> <li>• little attention to maintaining the correct balance between high-risk and mission-critical research;</li> <li>• inability to attract and retain talented scientists in some programs.</li> </ul>

Letter Grade	Definition
C	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory’s strategic plan lacks strategic vision and lacks appropriate coordination with appropriate stakeholders including external research groups.</li> <li>• The Laboratory’s strategic plan does not provide for sufficient maintenance of core competencies</li> <li>• Plan to attract and retain professional scientific staff is unlikely to be successful or does not focus on strategic capabilities.</li> </ul>
D	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, and specifically</p> <ul style="list-style-type: none"> <li>• The Laboratory has demonstrated little effort in developing a strategic plan.</li> <li>• The Laboratory has done little to develop and maintain core competencies</li> <li>• The Laboratory has had minimal success in attracting and retaining professional scientific staff.</li> </ul>
F	<p>The Laboratory has:</p> <ul style="list-style-type: none"> <li>• Made limited or ineffective attempts to develop a strategic plan;</li> <li>• Not demonstrated the ability to develop and maintain core competencies, has failed to propose high-risk/high-reward research and has failed to steward mission-critical areas;</li> <li>• Failed to attract even reasonably competent scientists and technical staff.</li> </ul>

### 3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s management of R&D programs and facilities according to proposed plans;
- The extent to which the Laboratory’s management of projects/programs/facilities supports the Laboratory strategic plan
- Adequacy of the Laboratory’s consideration of technical risks;
- The extent to which the Laboratory is successful in identifying/avoiding technical problems;
- Effectiveness in leveraging across multiple areas of research and between research and facility capabilities;
- The extent to which the Laboratory demonstrates a willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.); and
- The use of LDRD and other Laboratory investments and overhead funds to improve the competitiveness of the Laboratory.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Laboratory plans that are reviewed by experts outside of lab management and/or include broadly-based input from within the Laboratory.

Letter Grade	Definition
A+	<p>In addition to meeting the all expectations under A,</p> <ul style="list-style-type: none"> <li>The Laboratory has taken extraordinary measures to deliver an extraordinary result of critical importance to DOE missions, which could include the delivery of a critical technology or insight in response to a National emergency</li> </ul>
A	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>several</i> programmatic areas. Examples are listed under A-.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>more than one</i> programmatic area. Examples of performance that exceeds expectations include:</li> <li>The Laboratory’s implementation of project/program/facility plans has led directly to significant cost savings and/or significantly higher productivity than expected;</li> <li>Project/program/facility plans prove to be robust against changing scientific and fiscal conditions through contingency planning;</li> <li>The Laboratory has demonstrated creativity and forceful leadership in development and/or proactive management of its project/program/facility plans to reduce or eliminate risk;</li> <li>The Laboratory’s proposals for new initiatives are funded through reallocation of resources from less effective programs.</li> <li>Research plans and management actions are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; and</li> <li>Management is prepared for budget fluctuations and changes in DOE program priorities – multiple contingencies are planned for; and</li> <li>LDRD investments, overhead funds, and other Laboratory funds are used to strengthen lab plans and fill critical gaps in the Laboratory portfolio enabling it to respond to future DOE initiatives and/or national emergencies;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>Project/program/facility plans are consistent with known budgets, are based on reasonable assessments of technical risk, are well-aligned with DOE interests, provide sufficient flexibility to respond to unforeseen directives and opportunities, and effectively leverage other Laboratory resources and expertise.</li> <li>The Laboratory has implemented the project/program/facility plans and has effective methods of tracking progress.</li> <li>The Laboratory demonstrates willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).</li> <li>The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations.</li> <li>LDRD investments and other overhead funds are managed appropriately.</li> </ul>

Letter Grade	Definition
B	<ul style="list-style-type: none"> <li>Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>The Laboratory has implemented the project/program/facility plans.</li> </ul> BUT the Laboratory fails to meet <i>at least one of</i> the conditions for B+.
B-	<ul style="list-style-type: none"> <li>Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>The Laboratory has implemented the project/program/facility plans.</li> </ul> BUT the Laboratory fails to meet <i>several of</i> the conditions for B+.
C	<ul style="list-style-type: none"> <li>Project/program/facility plans exist for most major projects/programs/facilities.</li> </ul> BUT the Laboratory has failed to implement the project/program/facility plans AND the Laboratory fails to meet <i>several of</i> the conditions for B+.
D	<ul style="list-style-type: none"> <li>Project/program/facility plans do not exist for a significant fraction of the Laboratory's major projects/programs/facilities;</li> </ul> OR <ul style="list-style-type: none"> <li>Significant work at the Laboratory is not in alignment with the project/program/facility plans</li> </ul>
F	The Laboratory has failed to conduct project/program/facility planning activities.

### 3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality, accuracy and timeliness of the Laboratory's response to customer requests for information;
- The extent to which the Laboratory provides point-of-contact resources and maintains effective internal communications hierarchies to facilitate efficient determination of the appropriate point-of-contact for a given issue or program element;
- The effectiveness of the Laboratory's communications and depth of responsiveness under extraordinary or critical circumstances; and
- The effectiveness of Laboratory management in accentuating the importance of communication and responsiveness.

Letter Grade	Definition
A+	In addition to meeting the all expectations under A, <ul style="list-style-type: none"> <li>The Laboratory's effective communication and extraordinary responsiveness in the face of extreme situations or a national emergency had a materially positive impact on the outcome of the event and/or DOE mission objectives</li> </ul>



Letter Grade	Definition
A	<p>In addition to satisfying the conditions for B+, the Laboratory also meets all of the following:</p> <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices;</li> <li>• Communication channels are well-defined and information is effectively conveyed;</li> <li>• Responses to HQ requests for information from all Laboratory representatives are prompt, thorough, correct and succinct; important or critical information is delivered in real-time;</li> <li>• Laboratory representatives <i>always</i> initiate a communication with HQ on emerging Laboratory issues; headquarters is never surprised to learn of emerging Laboratory issues through outside channels.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices; and</li> <li>• Responses to requests for information are prompt, thorough, and economical/succinct at all levels of interaction;</li> <li>• Laboratory representatives <i>often</i> initiate communication with HQ on emerging Laboratory issues;</li> <li>• under critical circumstances, essential information is delivered in real-time</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Staff throughout the Laboratory organization engage in good communication practices;</li> <li>• Responses to requests for information are prompt and thorough;</li> <li>• The accuracy and integrity of the information provided is never in doubt;</li> <li>• Up-to-date point-of-contact information is widely available for all programmatic areas;</li> <li>• Headquarters is always and promptly informed of both positive and negative events at the Laboratory</li> </ul>
B	<p>The Laboratory failed to meet the conditions for B+ <i>in a few instances</i></p>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Responses to requests for information do not provide the minimum requirements to meet HQ needs;</li> </ul> <p>While the integrity of the information provided is never in doubt, its accuracy sometimes is;</p> <ul style="list-style-type: none"> <li>• Laboratory representatives do not take the initiative to alert HQ to emerging Laboratory issues.</li> </ul>



Letter Grade	Definition
C	The Laboratory fails to meet the conditions for B+ for <i>one or more</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information frequently fail to provide the minimum requirements to meet HQ needs</li> <li>• The Laboratory used outside channels or circumvented HQ in conveying critical information;</li> <li>• The integrity and/or accuracy of information provided is sometimes in doubt;</li> <li>• Laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness;</li> <li>• Laboratory representatives failed to alert HQ to emerging Laboratory issues.</li> </ul>
D	The Laboratory fails to meet the conditions for B+ for one of the following reasons: <ul style="list-style-type: none"> <li>• Laboratory staff are generally well-intentioned in communication but consistently ineffective and/or incompetent;</li> <li>• The Laboratory management fails to emphasize the importance of effective communication and responsiveness</li> </ul>
F	The Laboratory fails to meet the conditions for B+ for one of the following reasons <ul style="list-style-type: none"> <li>• Laboratory staff are openly hostile and/or non-responsive to requests for information – emails and phone calls are consistently ignored;</li> <li>• Responses to requests for information are consistently incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.</li> </ul>

### Notable Outcomes

- BER: Complete a draft plan for the next generation large-scale, long-term manipulative field experiment. (Objective 3.1)

Science Program Office <sup>11</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Advanced Scientific Research</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			30%		
3.2 Project/Program /Facilities Management			40%		
3.3 Communications and Responsiveness			30%		
Overall ASCR Total					
<b>Office of Basic Energy Sciences</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			40%		
3.2 Project/Program /Facilities Management			30%		
3.3 Communications and Responsiveness			30%		
Overall BES Total					

<sup>11</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

<b>Office of Biological and Environmental Research</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			20%		
3.2 Project/Program /Facilities Management			30%		
3.3 Communications and Responsiveness			50%		
Overall BER Total					
<b>Office of Fusion Energy Sciences</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			40%		
3.2 Project/Program /Facilities Management			25%		
3.3 Communications and Responsiveness			35%		
Overall FES Total					
<b>Office of Nuclear Physics</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			40%		
3.2 Project/Program /Facilities Management			35%		
3.3 Communications and Responsiveness			25%		
Overall NP Total					

**Table 3.1 – SC Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
<b>Office of Advanced Scientific Research</b>			TBD%		
<b>Office of Basic Energy Sciences</b>			TBD%		
<b>Office of Biological and Environmental Research</b>			TBD%		
<b>Office of Fusion Energy Sciences</b>			TBD%		
<b>Office of Nuclear Physics</b>			TBD%		
<b>Performance Goal 3.0 Total</b>					

**Table 3.2 – SC Program Office Overall Performance Goal Score Development<sup>12</sup>**

HQ Program Office <sup>13</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Defense Nuclear Nonproliferation</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall DNN Total					

<sup>12</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

<sup>13</sup> A complete listing of the S&T Goals & Objectives weightings for the other Programs and other customers is provided within Attachment I to this plan.

<b>Department of Homeland Security</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall DHS Total					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			35%		
3.2 Project/Program /Facilities Management			25%		
3.3 Communications and Responsiveness			40%		
Overall EERE Total					
<b>Office of Fossil Energy</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall FE Total					
<b>Office of Nuclear Energy</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall NE Total					
<b>Office of Electricity and Energy Reliability</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall OE Total					
<b>Nuclear Regulatory Commission</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship			34%		
3.2 Project/Program /Facilities Management			33%		
3.3 Communications and Responsiveness			33%		
Overall NRC Total					

**Table 3.3 – Other Program Office & Customer Performance Goal Score Development**

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Weighted Score	Overall Weighted Score
Office of Science			TBD%		
Office of Defense Nuclear Nonproliferation			TBD%		

<b>Department of Homeland Security</b>			TBD%		
<b>Office of Energy Efficiency and Renewable Energy</b>			TBD%		
<b>Office of Fossil Energy</b>			TBD%		
<b>Office Nuclear Energy</b>			TBD%		
<b>Office of Electricity and Energy Reliability</b>			TBD%		
<b>Nuclear Regulatory Commission</b>			TBD%		
<b>Performance Goal 3.0 Total</b>					

**Table 3.4 – Overall Performance Goal Score Development<sup>14</sup>**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 3.5 – Goal Final Letter Grade**

<sup>14</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2011.

## GOAL 4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory

**This Goal evaluates the Contractor’s Leadership capabilities in leading the direction of the overall Laboratory, the responsiveness of the Contractor to issues and opportunities for continuous improvement, and corporate office involvement/commitment to the overall success of the Laboratory.**

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in overall Contractor Leadership’s planning for, integration of, responsiveness to and support for the overall success of the Laboratory. This may include, but is not limited to, the quality of Laboratory Vision/Mission strategic planning documentation and progress in realizing the Laboratory vision/mission; the ability to establish and maintain long-term partnerships/relationships with the scientific and local communities as well as private industry that advance, expand, and benefit the ongoing Laboratory mission(s) and/or provide new opportunities/capabilities; implementation of a robust assurance system; Laboratory and Corporate Office Leadership’s ability to instill responsibility and accountability down and through the entire organization; overall effectiveness of communications with DOE; understanding, management and allocation of the costs of doing business at the Laboratory commensurate with associated risks and benefits; utilization of corporate resources to establish joint appointments or other programs/projects/activities to strengthen the Laboratory; and advancing excellence in stakeholder relations to include good corporate citizenship within the local community.

### Objectives:

#### 4.1 Leadership and Stewardship of the Laboratory

**By which we mean:** The performance of the laboratory’s senior management team as demonstrated by their ability to do such things as:

- Define an exciting yet realistic scientific vision for the future of the laboratory,
- Make progress in realizing the vision for the laboratory,
- Establish and maintain long-term partnerships/relationships that maintain appropriate relations with the scientific and local communities, and
- Develop and leverage appropriate relations with private industry to the benefit of the laboratory and the U.S. taxpayer.

Letter Grade	Definition
A+	The Senior Leadership of the laboratory has made outstanding progress (on an order of magnitude scale) over the previous year in realizing their vision for the laboratory, and has had a demonstrable impact on the Department and the Nation. Strategic plans are of outstanding quality, have been externally recognized and referenced for their excellence, and have an impact on the vision/plans of other national laboratories. The Senior leadership of the laboratory may have been faced very difficult challenges and plotted, successfully, its own course through the difficulty, with minimal hand-holding by the Department. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.
A	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory, and has through this has had a demonstrable positive impact on the Office of Science and the Department. Strategic plans are of outstanding quality, and recognize and reflect the vision/plans of other national laboratories. Faced with difficult challenges, actions were taken by the Senior leadership of the laboratory to redirect laboratory activities to enhance the long-term future of the laboratory. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.

Letter Grade	Definition
B+	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory. Strategic plans present long range goals that are both exciting and realistic. Decisions and actions taken by the lab leadership align work, facilities, equipment and technical capabilities with the laboratory vision and plan. The Senior leadership of the laboratory faced difficult challenges and successfully plotted its own course through the difficulty, with help from the Department. Partners in the scientific and local communities are supportive of the laboratory.
B	The Senior Leadership of the laboratory has made little progress over the previous year in realizing their vision for the laboratory. Strategic plans present long range goals that are exciting and realistic; however DOE is not fully confident that the laboratory is taking the actions necessary for the goals to be achieved. The Laboratory is not fully engaged with its partners/relationships in the scientific and local communities to maximize the potential benefits these relations have for the laboratory.
C	The Senior Leadership of the laboratory has made no progress over the previous year in realizing their vision for the laboratory or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are either unexciting or unrealistic. Business plans exist, but they are not linked to the strategic plan and do not inspire DOE's confidence that the strategic goals will be achieved. Partnerships with the scientific and local communities with potential to advance the laboratory exist, but they may not always be consistent with the mission of or vision for the laboratory. Affected communities and stakeholders are mostly supportive of the laboratory and aligned with the management's vision for the laboratory.
D	The Senior Leadership of the laboratory has made no progress or has back-slid over the previous year in realizing their vision for the laboratory or in aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are neither exciting nor realistic. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, or unlikely. Affected communities and stakeholders are not adequately engaged with the laboratory and indicate non-alignment with DOE priorities.
F	The Senior Leadership of the laboratory has made no progress or has back-slid over the previous year in realizing their vision for the laboratory or in or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are not aligned with DOE priorities or the mission of the laboratory. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, and unlikely, and/or the senior management team does not demonstrate a concerted effort to develop, leverage, and maintain relations with the scientific and local communities to assist the laboratory in achieving a successful future. Affected communities and stakeholders are openly non-supportive of the laboratory and DOE priorities.

## 4.2 Management and Operation of the Laboratory

**By which we mean:** The performance of the laboratory's senior management team as demonstrated by their ability to do such things as:

- Implement a robust contractor assurance system,

- Understand the costs of doing business at the laboratory and prioritize the management and allocation of these costs commensurate with their associated risks and benefits,
- Instill a culture of accountability and responsibility down and through the entire organization;
- Ensure good and timely communication between the laboratory and SC headquarters and the Site Office so that DOE can deal effectively with both internal and external constituencies.

Letter Grade	Definition
A+	<p>The laboratory has a nationally or internationally recognized contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk, and is working to help others internal and external to the Department establish similarly outstanding practices. The laboratory understands the drivers of cost at their lab, and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that all the national laboratories and the Department as a whole benefits.</p>
A	<p>The laboratory has improved dramatically in the last year in all of the following: building a robust and transparent contractor assurance system that integrates internal and external (corporate) evaluation processes to evaluate risk; demonstrating the use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan; understanding the drivers of cost at their lab, and prioritizing and managing these costs consistent with their associated risks and benefits to the laboratory and the SC laboratory system; demonstrating laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization; assuring communication between the laboratory and SC headquarters that is beneficial to both the lab and SC.</p>
A-	<p>The laboratory senior management performs better than expected (B+ grade) in these areas.</p>
B+	<p>The laboratory has a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory can demonstrate use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan. The laboratory understands the drivers of cost at their lab, and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization.</p> <p>Communication between the laboratory and SC headquarters and the Site Office is such that there are no surprises or embarrassments.</p>
B	<p>The laboratory has a contractor assurance system in place but further improvements are necessary, or the link between the CAS and the laboratory’s decision-making processes are not evident. The laboratory understands the drivers of cost at their lab, but they are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is mostly evident down and through the entire organization.</p> <p>Communication between the laboratory and SC headquarters and the Site Office is such that there are no significant surprises or embarrassments.</p>

C	The laboratory lacks a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory cannot demonstrate use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan. The laboratory does not fully understand the drivers of cost at their lab, and thus are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Communication between the laboratory and SC headquarters and the Site Office is such that there has been at least one significant surprise or embarrassment.
D	The laboratory lacks a contractor assurance system, doesn’t understand the drivers of cost at their lab, and is not prioritizing and managing costs. SC HQ must intercede in management decisions. Poor communication between the laboratory and SC headquarters and the Site Office has resulted in more than one significant surprise or embarrassment.
F	Lack of management by the laboratory’s senior management has put the future of the laboratory at risk, or has significantly hurt the reputation of the Office of Science.

### 4.3 Contractor Value-added

**By which we mean:** the additional benefits that accrue to the laboratory and the Department of Energy by virtue of having this particular M&O contractor in place. Included here, typically, are things over which the laboratory leadership does not have immediate authority, such as:

- Corporate involvement/contributions to deal with challenges at the laboratory;
- Using corporate resources to establish joint appointments or other programs/projects/activities that strengthen the lab, and
- Providing other contributions to the laboratory that that enable the lab to do things that are good for the laboratory and its community and that DOE cannot supply.

Letter Grade	Definition
A+	The laboratory has been transformed as a result of the many, substantial, additional benefits that accrue to the lab as a result of this contractor’s operation of the laboratory.
A	Over the past year, the laboratory has become demonstrably stronger, better and more attractive as a place of employment as a result of the many, substantial, additional benefits that accrue to the lab as a result of this contractor’s operation of the laboratory.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The laboratory enjoys additional benefits above and beyond those associated with managing the laboratory’s activities, that accrue as a result of this contractor’s operation of the laboratory.
B	The laboratory enjoys few additional benefits that accrue as a result of this contractor’s operation of the laboratory; help by the contractor is needed to strengthen the laboratory.
C	The laboratory enjoys few additional benefits that accrue as a result of this contractor’s operation of the laboratory; the contractor seems unable to help the laboratory.



Letter Grade	Definition
D	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are inconsistent with the interests of the laboratory and the Department.
F	The laboratory enjoys no additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are counter-productive to the interests of the Department.

**Notable Outcomes**

- Make measurable progress in identifying and deploying methods for reducing the cost of doing business, in a manner that makes additional resources available for mission. (Objective 4.2)
- Demonstrate the use of the full suite of resources at their disposal (including the expertise of laboratory scientists and engineers) to develop innovative, crosscutting strategies for meeting the Executive Order 13514 Goals. (Objectives 4.2, 4.3)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 4.0 – Provide Sound and Competent Leadership and Stewardship of the Laboratory</b>					
4.1 Leadership and Stewardship of the Laboratory			33%		
4.2 Management and Operation of the Laboratory			33%		
4.3 Contractor Value-Added			34%		
<b>Performance Goal 4.0 Total</b>					

**Table 4.1 – 4.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 4.2 – 4.0 Goal Final Letter Grade**

**GOAL 5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection**

The weight of this Goal is 30%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated ES&H systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 5.1 Provide an Efficient and Effective Health and Safety Program
- 5.2 Provide Efficient and Effective Environmental Management System

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in protecting workers, the public, and the environment. This may include, but is not limited to, minimizing the occurrence of environment, safety and health (ESH) incidents; effectiveness of the Integrated Safety Management (ISM) system; effectiveness of contractor assurance, work planning, feedback, and improvement processes; the strength of the safety culture throughout the Laboratory; the effective development, implementation and maintenance of an efficient Environmental Management system; and the effectiveness of responses to identified hazards and/or incidents.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 5.0 - Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection.</b>					
5.1 Provide an Efficient and Effective Health and Safety Program			60%		
5.2 Provide an Efficient and Effective Environmental Management System			40%		
<b>Performance Goal 5.0 Total</b>					

**Table 5.1 – 5.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 5.2 – 5.0 Goal Final Letter Grade**

**GOAL 6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)**

The weight of this Goal is 25%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated business systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)
- 6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System
- 6.3 Provide an Efficient, Effective, and Responsive Property Management System
- 6.4 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program
- 6.5 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; Assurance System and Other Administrative Support Services as Appropriate
- 6.6 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in the development, deployment and integration of foundational program (e.g., Quality, Financial Management, Acquisition Management, Requirements Management, and Human Resource Management) systems across the Laboratory. This may include, but is not limited to, minimizing the occurrence of management systems support issues; quality of work products; continual improvement and improvement driven by the results of audits, reviews, and other performance information; the integration of system performance metrics and trends; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; benchmarking and performance trending analysis. The DOE evaluator(s) shall also consider the stewardship of the pipeline of innovations and resulting intellectual assets at the Laboratory along with impacts and returns created/generated as a result of technology transfer, work for others and intellectual asset deployment activities.

**Notable Outcomes**

- Demonstrate efficient and effective execution of all American Recovery and Reinvestment Act (ARRA) activities at the laboratory. (Objectives 6.2)
- Leverage improvements in the Assurance and Assessment system, providing DOE with sufficient high confidence in performance that DOE’s oversight investment can be re-structured to focus on fewer, higher risk activities. (Objective 6.5)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 6.0 - Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>					
6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)			20%		
6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System			20%		
6.3 Provide an Efficient, Effective, and Responsive Property Management System			5%		
6.4 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program			15%		
6.5 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; Assurance System; and Other Administrative Support Services as Appropriate			30%		
6.6 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets			10%		
<b>Performance Goal 6.0 Total</b>					

**Table 6.1 – 6.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 6.2 – 6.0 Goal Final Letter Grade**

**GOAL 7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs**

The weight of this Goal is 25%.

**This Goal evaluates the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet today’s and tomorrow’s mission(s) and complex challenges.**

- 7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs
- 7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to Support the Continuation and Growth of Laboratory Missions and Programs

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in facility and infrastructure programs. This may include, but is not limited to, the management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness; effective facility utilization, maintenance and budget execution; day-to-day management and utilization of space in the active portfolio; maintenance and renewal of building systems, structures and components associated with the Laboratory’s facility and land assets; management of energy use and conservation practices; the integration and alignment of the Laboratory’s comprehensive strategic plan with capabilities; facility planning, forecasting, and acquisition; the delivery of accurate and timely information required to carry out the critical decision and budget formulation process; quality of site and facility planning documents; and Cost and Schedule Performance Index performance for facility and infrastructure projects.

**Notable Outcomes**

- Utilize an integrated infrastructure management program that ensures effective coordination within ORNL and with DOE and effectively integrates work scope from multiple external funding sources, as well as SC. (Objective 7.1)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 7.0 - Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs.</b>					
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs			50%		
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support the			50%		

Continuation and Growth of Laboratory Missions and Programs						
<b>Performance Goal 7.0 Total</b>						

**Table 7.1 – 7.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 7.2 – 7.0 Goal Final Letter Grade**

**GOAL 8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems**

The weight of this Goal is 20%.

**This Goal evaluates the Contractor’s overall success in safeguarding and securing Laboratory assets that supports the mission(s) of the Laboratory in an efficient and effective manner and provides an effective emergency management program.**

- 8.1 Provide an Efficient and Effective Emergency Management System
- 8.2 Provide an Efficient and Effective System for Cyber-Security and National Security Systems (NSS)
- 8.3 Provide an Efficient and Effective System for the Physical Security and Protection of Special Nuclear Materials, Classified Matter, and Property
- 8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends, outcomes and continuous improvement in the safeguards and security, cyber security and emergency management program systems. This may include, but is not limited to, the commitment of leadership to strong safeguards and security, cyber security and emergency management systems; the integration of these systems into the culture of the Laboratory; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; maintenance and the appropriate utilization of Safeguards, Security, and Cyber risk identification, prevention, and control processes/activities; and the prevention and management controls and prompt reporting and mitigation of events as necessary.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>Goal 8.0 - Sustain and Enhance the Effectiveness of Integrated Safeguards and Security management (ISSM) and Emergency Management Systems.</b>					
8.1 Provide an Efficient and Effective Emergency Management System			15%		
8.2 Provide an Efficient and Effective System for Cyber-Security and National Security Systems (NSS)			25%		
8.3 Provide an Efficient and Effective System for the Physical Security and Protection of Special Nuclear Materials, Classified Matter, and Property			30%		
8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information			30%		
<b>Performance Goal 8.0 Total</b>					

**Table 8.1 – 8.0 Goal Performance Rating Development**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F



## Attachment I

### Program Office Goal & Objective Weightings Office of Science

		ASCR	BER	BES	FES	NP
		Weight	Weight	Weight	Weight	Weight
<b>Goal 1.0 Mission Accomplishment</b>						
	<i>Goal Weight</i>	40	65	30	20	40
1.1 Impact		50	60	50	50	50
1.2 Leadership		50	40	50	50	50
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>						
	<i>Goal Weight</i>	40	10	50	55	40
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)		10	0	10	100	0
2.2 Construction of Facility / Fabrication of Components (execution phase, Post CD-2 to CD-4)		10	0	15	0	0
2.3 Operation of Facility		70	90	65	0	85
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community		10	10	10	0	15
<b>Goal 3.0 Program Management</b>						
	<i>Goal Weight</i>	20	25	20	25	20
3.1 Effective and Efficient Strategic Planning and Stewardship		30	20	40	40	40
3.2 Project/Program/Facilities Management		40	30	30	25	35
3.3 Communications and Responsiveness		30	50	30	35	25

## Attachment II

### Program Office Goal & Objective Weightings All Other Customers<sup>15</sup>

		<b>DNN</b>	<b>DHS</b>	<b>EERE</b>	<b>FE</b>	<b>NE</b>	<b>OE</b>	<b>NRC</b>
		<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>
<b>Goal 1.0 Mission Accomplishment</b>								
	<i>Goal Weight</i>	50	50	50	50	45	34	50
1.1 Impact		67	50	60	50	50	50	50
1.2 Leadership		33	50	40	50	50	50	50
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>								
	<i>Goal Weight</i>	0	0	20	0	10	33	0
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)		0	0	10	0	0	25	0
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)		0	0	90	0	0	25	0
2.3 Operation of Facility		0	0	0	0	100	25	0
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community		0	0	0	0	0	25	0
<b>Goal 3.0 Program Management</b>								
	<i>Goal Weight</i>	50	50	30	50	45	33	50
3.1 Effective and Efficient Strategic Planning and Stewardship		34	34	35	34	34	34	34
3.2 Project/Program/Facilities Management		33	33	25	33	33	33	33
3.3 Communications and Responsiveness		33	33	40	33	33	33	33

<sup>15</sup> Goal and Objective weightings indicated for non-science customers are reflective of FY 2011 weightings and will be updated as those customers provide their weightings. Final Goal and Objective weightings will be incorporated, as appropriate, once they are determined by each HQ Program Office and provided to the Site Office. Should a HQ Program Office fail to provide final Goal and Objective weightings before the end of the first quarter FY 2011 the preliminary weightings provided shall become final.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 528	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$410,582.53

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,151,005,775.23. This represents an increase of \$410,582.53, from \$12,150,595,192.70 to \$12,151,005,775.23.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/08/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 529	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$612,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,151,617,775.23. This represents an increase of \$612,000.00, from \$12,151,005,775.23 to \$12,151,617,775.23.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 04/08/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 530	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$194,174.76

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,151,811,949.99. This represents an increase of \$194,174.76, from \$12,151,617,775.23 to \$12,151,811,949.99.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 04/08/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 531	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$373,786.41

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. '95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,152,185,736.40. This represents an increase of \$373,786.41, from \$12,151,811,949.99 to \$12,152,185,736.40.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		<u>Mark A. Million</u> (Signature of Contracting Officer)	04/08/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 532	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$118,927.19

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

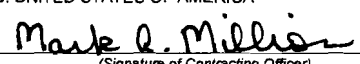
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,152,304,663.59. This represents an increase of \$118,927.19, from \$12,152,185,736.40 to \$12,152,304,663.59.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 04/08/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 533	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$1,565,000.00
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91		
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,153,869,663.59. This represents an increase of \$1,565,000.00, from \$12,152,304,663.59 to \$12,153,869,663.59. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/08/2011
(Signature of person authorized to sign)			



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 534	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003328	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$36,728,486.28

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

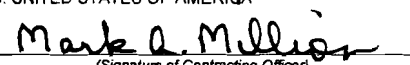
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,190,598,149.87. This represents an increase of \$36,728,486.28, from \$12,153,869,663.59 to \$12,190,598,149.87.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$5,930,753.24. Cumulative obligations of NAF since Modification 234 are \$171,921,926.30.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
   (Signature of person authorized to sign)		 (Signature of Contracting Officer)	04/08/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
535	See Block 16C	11SC003769			
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231					
CODE 099114287			FACILITY CODE	9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	P.L. 95-91 and Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 2 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document remain the same as in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 4/26/11	16B. UNITED STATES OF AMERICA Mark A. Million	16C. DATE SIGNED 04/27/2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to amend contract clause **H-49, DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK FOR FAR CLAUSE 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804**, to include activities responding to the Japan Earthquake and Tsunami to the definition of unusually hazardous or nuclear risk for which the contractor has been provided Public Law 85-804 indemnification. On March 31, 2011, the Secretary of Energy issued a Secretarial Determination Authorizing Public Law 85-804 Indemnification for Contractors involved in the response to the earthquake, tsunami and related events, including efforts to address and assess damage to nuclear power plants and potential releases from these plants now and in the future. This authorization may be exercised retroactively in applicability with respect to tasks or activities on or after March 11, 2011.

All other terms and conditions remain unchanged.

Therefore, the contract is modified as follows:

- 1) Clause **H-49, DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK FOR FAR CLAUSE 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804** is amended to incorporate under section (a) of the clause the following:
  - (6) Participation in tasks or activities by UT-Battelle or its subcontractors on or after March 11, 2011 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration as an element of activities taken in response to the Japanese earthquake and tsunami, including efforts to address and assess damage to nuclear power plants and potential radioactive releases from these plants now and in the future.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF PAGES	
11SC003800		1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
536	See Block 16C	11SC003800	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231			
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$96,322,938.60

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,286,921,088.47. This represents an increase of \$96,322,938.60, from \$12,190,598,149.87 to \$12,286,921,088.47.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$1,541,927.77. Cumulative obligations of NAF since Modification 234 are \$173,463,854.07.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED
Mark A. Million (Signature of Contracting Officer)	04/27/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 537	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003800	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$1,405,499.27

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,288,326,587.74 This represents an increase of \$1,405,499.27, from \$12,286,921,088.47 to \$12,288,326,587.74.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 538	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003800	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$90,432.11

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,288,417,019.85. This represents an increase of \$90,432.11, from \$12,288,326,587.74 to \$12,288,417,019.85.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 539	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003800	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$21,463.27

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,288,438,483.12. This represents an increase of \$21,463.27, from \$12,288,417,019.85 to \$12,288,438,483.12.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 540	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC003800	5. PROJECT NO (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$135,648.33

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 2 copies to the issuing office

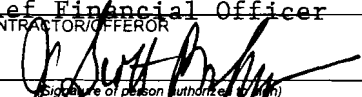
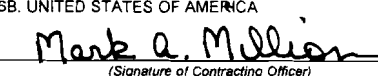
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,288,302,834.79. This represents a decrease of \$135,648.33, from \$12,288,438,483.12 to \$12,288,302,834.79.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 5/4/11	16C. DATE SIGNED 04/28/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   9	
2. AMENDMENT/MODIFICATION NO. 541		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11SC004233	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
				CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

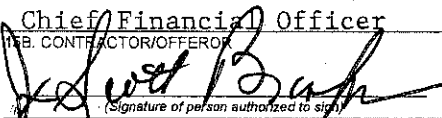
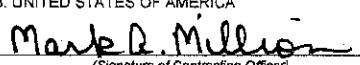
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 5/18/11		16C. DATE SIGNED 5/19/11	

MIN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this modification is to replace contract clause **H-46, OTHER PATENT RELATED MATTERS**, in its entirety. This modification finalizes the parties' agreement during contract extension negotiations to amend the clause primarily to reduce the contractor's spending commitment over the five-year extension period, to change the division of income from "net income" to "adjusted gross income," and to increase the time for the contractor to elect inventions under the Privately Funded Technology Transfer (PFTT) program. The Department of Energy (DOE) used this modification effort to align the PFTT clause components more closely to the PFTT clause language and requirements found in other DOE Science Laboratory contracts.

All other terms and conditions remain unchanged.

Therefore, the contract is modified as follows:

Clause **H-46, OTHER PATENT RELATED MATTERS**, is deleted in its entirety and replaced with the following:

#### **H-46 Other Patent Related Matters**

(a) Contractor's Commitment

For the Contractor's privately-funded technology transfer (PFTT) effort during the 5-year term of this Contract beginning on April 1, 2010, the Contractor shall commit to at least \$1,750,000 of private monies for expenses including those related to patenting, marketing, licensing, and development of Subject Inventions during the 5-year period and prior to the contract expiration date of March 31, 2015. Inventions elected into PFTT program after April 1, 2005 and prior to March 31, 2010, including those inventions listed in Modification No. M158 (April 13, 2007), shall be governed by the terms of the Contractor's Prime Contract Number DE-AC05-00OR22725 in effect at that time.

(b) Transfer of Patent Rights to a Successor Contractor

As consideration for the Contractor's commitment defined in paragraph (a) of this clause, the Parties agree that at the termination or expiration of this Contract, the following terms and conditions shall apply to Subject Inventions which were elected to be pursued under the Contractor's PFTT program after March 31, 2010, and to the licenses and royalties generated therefrom:

- (1) In the event the Contractor has executed a license, assignment or other commercialization agreement to a Subject Invention prior to termination or expiration of this Contract in which royalties, fees, equity or other consideration is to be or has been paid (hereinafter "agreement"), the distribution of income from royalties, equity, or any other consideration received or to be received under such agreement shall remain as prior to

Contract termination or expiration and shall continue for the duration of such agreement. Distribution of income to the Successor Contractor for use at the Facility pursuant to its contract (or to such other entity designated by the Government) shall be as set forth in paragraph (e) below. Administration of agreements and title to such Subject Invention shall remain with the Contractor provided the Contractor has fulfilled the commitments set forth in paragraph (a) above. If the Contractor has not fulfilled the commitments set forth in paragraph (a) above, upon request, administration of agreements and title to such Subject Invention shall be transferred to the Successor Contractor, or such other entity designated by the Government.

- (2) In the event Contractor has not executed an agreement (as defined in paragraph (1) above) to a Subject Invention, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or to such other entity designated by the Government, unless Contractor can demonstrate that it has expended at least twenty thousand dollars (\$20,000) of private monies in its PFTT program toward the patenting, licensing, marketing and/or development of such Subject Invention, and the Contractor has fulfilled the commitments set forth in paragraph (a) above. In the event Contractor retains title to a Subject Invention under this paragraph, the distribution of royalties, fees, equity, or other consideration from such agreement shall be as set forth in paragraph (e) below.
- (3) In the event Contractor retains title to Subject Inventions under paragraphs (1) or (2) above, and executes an agreement (as defined in paragraph (1) above) to such Subject Inventions after the termination or expiration of this Contract, the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (e) below.
- (4) The Contractor and the Government shall enter negotiations prior to such termination or expiration with respect to retention of the title to Subject Inventions. Such negotiations shall consider the equities of the Parties with respect to each Subject Invention and shall take into consideration the presence of private investment, DOE's need for continued operation of the Facility, potential commercial use, assumption of patent related liabilities, effective technology transfer, and the need to market the technology. Such negotiations shall not change the disposition of title provided for in paragraphs (1) and (2) above unless mutually agreed by the Contractor and the Government.
- (5) For any Subject Invention to which the Contractor maintains title or administration of an agreement under paragraphs (b)(1)-(2) above, the

Contractor agrees that, to the extent it is able to do so in view of prior licenses or assignments, it will negotiate in good faith to enable the Successor Contractor to practice such subject invention in the performance of CRADAs, Work For Others agreements, licenses or other appropriate agreements, in order to fulfill the missions and programs of the Facility. It is the intent of the Contractor to enable the Successor Contractor to continue operation of the Facility, including the Facility's technology transfer program. In any event, the Successor Contractor retains the nonexclusive royalty-free right to practice the Subject Invention on behalf of the U.S. Government.

- (6) The provisions of paragraph (b)(1), (2), (3), and (5) above survive expiration or termination of the Contract.
- (c) Costs
- (1) Except as otherwise specified in the clause of this Contract entitled, *Technology Transfer Mission*, as allowable costs for conducting activities pursuant to provisions of that clause, no costs are allowable as direct or indirect costs for the preparation, filing, or prosecution of patent applications or the payment of maintenance fees, licensing, marketing and development costs after the Contractor elects to pursue commercialization of a Subject Invention under its PFTT program pursuant to paragraph (g) below.
  - (2) If an extension of time for election of a Subject Invention for PFTT is approved in accordance with paragraph (g) below, Contractor shall reimburse all allowable costs incurred with respect to such Subject Invention during the time period of the extension. The Contractor shall also reimburse all patent costs that are incurred under the Contract for all Subject Inventions elected to be treated under PFTT regardless, of when such costs are incurred.
  - (3) In the case of Contractor's PFTT program, the Contractor shall certify annually that all costs incurred, including, but not limited to, those for licensing, marketing, and development after the Contractor elects to treat a subject invention as PFTT have been and will be paid solely from the Contractor's PFTT program.
  - (4) Within 90 days after the end of each Fiscal Year or at contract termination or expiration, the Contractor shall submit a report covering the previous Fiscal Year which:
    - (i) lists the invention disclosures elected and/or patent applications filed under its PFTT program;

- (ii) certifies the total amount of private monies it expended during the Fiscal Year, including those expenses related to patenting, marketing, licensing and development of Subject Inventions as required by Section H entitled, *Other Patent Related Matters*, subsection (a); and
  - (iii) certifies the amount of gross income received from its PFTT program during the Fiscal Year.
- (d) Liability of the Government
  - (1) All costs, including litigation costs, associated with and attributed to Contractor's privately funded technology transfer program are unallowable regardless of the stage of technology development or background intellectual property existing at the time the Subject Invention is chosen for management under the PFTT program, and notwithstanding the inclusion of publicly funded intellectual property in the Contractor's PFTT program activities.
  - (2) The Contractor shall not include in any license agreement or assignment any guarantee or requirement that would obligate the Government to pay any costs or create any liability on behalf of the Government.
  - (3) The Contractor shall include in all licensing agreements and in any assignment of title the following clauses unless otherwise approved or directed by the Contracting Officer following consultation with DOE Patent Counsel:
    - (i) "This agreement is entered into by UT-Battelle, LLC (UT-Battelle) in its private capacity. It is understood and agreed that the U.S. Government is not a party to this agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this agreement or the subject matter licensed or assigned."
    - (ii) "Nothing in this Agreement shall be deemed to be a representation or warranty by UT-Battelle or the U.S. Government of the validity of any of the patents or the accuracy, safety, or usefulness for any purpose, of any TECHNICAL INFORMATION, techniques, or practices at any time made available by UT-Battelle. Neither the U.S. Government nor UT-Battelle nor any member company of UT-Battelle shall have any liability whatsoever to LICENSEE or any other person for or on account of any injury, loss, or damage of any kind or nature sustained by, or any damage assessed or

asserted against, or any other liability incurred by or imposed upon LICENSEE or any other person, arising out of or in connection with or resulting from:

- (A) The production, use, or sale of any apparatus or product, or the practice of the INVENTIONS;
- (B) The use of any TECHNICAL INFORMATION, techniques, or practices disclosed by UT-Battelle; or
- (C) Any advertising or other promotional activities with respect to any of the foregoing, and LICENSEE shall hold the U.S. Government, UT-Battelle, and any member company of UT-Battelle harmless in the event the U.S. Government, UT-Battelle, or any member company of UT-Battelle is held liable.

UT-Battelle represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert."

(e) Distribution of Adjusted Gross Income

For purposes of this clause "Adjusted Gross Income" equals all revenue received by Contractor minus the inventor's share less any payments (royalties, fees, etc.) to third parties by virtue of license agreements or inter-institutional agreements with third parties (e.g., joint university or other collaboration with for-profit company) which obligates Contractor to share royalties with those third parties.

In the event the Contractor engages in a PFTT program under this clause such that private funds are utilized for technology transfer after the Contractor elects to pursue privately-funded commercialization of a Subject Invention elected after March 31, 2010 or after the Contractor has received permission from the Contracting Officer to assert statutory copyright in a software program after March 31, 2010 and received DOE approval to commercialize such software under its PFTT program under paragraph (i) below, Adjusted Gross Income from such PFTT program shall be distributed as follows:

(1) Basic Distribution

For annual Adjusted Gross Income less than one million dollars (\$1 million), thirty percent (30%) of Adjusted Gross Income shall be returned and used at the Facility for scientific research, development and education consistent with the research and development objectives of the Facility. The remainder of such Adjusted Gross Income may be used as the Contractor deems appropriate consistent with 35 USC 200 *et seq.* The amount of Adjusted Gross Income to be returned and used at the Facility

shall be calculated on an annual basis consistent with the Contractor's accepted accounting practices.

(2) Adjustment of Distribution

In the event the annual Adjusted Gross Income under the Contractor's privately funded technology program is in excess of one million dollars (\$1 million) during any one year, the percentage of Adjusted Gross Income to be returned and used at the Facility for that year shall be as follows:

In excess of \$1 million, up to \$3 million	30% of Adjusted Gross Income up to \$1 million; plus 25% of Adjusted Gross Income in excess of \$1 million, up to \$3 million
In excess of \$3 million, up to \$5 million	30% of Adjusted Gross Income up to \$1 million; plus 25% of Adjusted Gross Income in excess of \$1 million, up to \$3 million; plus 20% of Adjusted Gross Income in excess of \$3 million, up to \$5 million
In excess of \$5 million	30% of Adjusted Gross Income up to \$1 million; plus 25% of Adjusted Gross Income in excess of \$1 million, up to \$3 million; plus 20% of Adjusted Gross Income in excess of \$3 million, up to \$5 million; plus 15% of Adjusted Gross Income in excess of \$5 million

(3) The foregoing distribution shall also apply to equity interests received from third parties pursuant to paragraph (f).

(4) If this distribution of income structure is determined by the Parties to be detrimental to attracting investors and growing the laboratory's technology commercialization program, the Parties agree to negotiate a new structure more favorable to the investment community at the time such determination is made.

(f) Equity Plan

It is the intent of the Government and the Contractor that the Contractor shall, in its discretion, take reasonable and prudent actions from both a commercial and stewardship of the Facility's technology transfer perspective related to the ownership of equity received from third parties under this Contract. Contractor shall submit to the Contracting Officer a plan, which shall set forth principles for

the Contractor's acquisition, retention, and disposition of equity received from third parties as consideration for licenses or assignments granted to such third parties. Such plan shall consider, at a minimum:

- (1) The manner in which the Contractor shall acquire such equity in a third party, including the manner in which Contractor shall apportion capital contributions to such third party between the relative value of private Contractor contributions and the value of contributions representing a license under a Subject Invention;
  - (2) The manner in which the Contractor shall hold such equity, given that the Government has an undivided interest in that portion of such equity representing the value of contributions resulting from a license to such Subject Invention;
  - (3) The manner in which the Contractor shall dispose of such equity, giving due consideration to the potential for a conflict of interest between the interests of the Government and the Contractor; and
  - (4) The manner in which Contractor's inventors are compensated.
- (g) The Contractor shall indicate whether a Subject Invention will be pursued under its government-funded technology transfer program or its PFTT program within nine (9) months after the Subject Invention is reported to the DOE, unless an extension is otherwise agreed in writing by the DOE Patent Counsel.
- (h) In its PFTT program, the Contractor shall be substantially guided by the principles of U.S. Competitiveness and Fairness of Opportunity as set forth herein.
- (i) When requesting approval from DOE to assert statutory copyright in a particular software package pursuant to the clause entitled, *Rights in Data—Technology Transfer*, Contractor may request that commercialization of such software proceed under the provisions of Section H entitled, *Other Patent Related Matters*. If approved, no costs of such commercialization thereafter shall be allowable, and the proceeds of such commercialization shall be treated in accordance with paragraph (a) above as if such proceeds had resulted from the commercialization of a Subject Invention. Upon termination or expiration of the Contract, such software will be treated as if such software were a Subject Invention elected under Contractor's PFTT program. Disposition of title to such software will be governed by the provisions of paragraphs (b)(1)-(b)(5) above, except that the \$20,000 expenditure requirement for Subject Inventions set forth in paragraph (b)(2) is not applicable to such software.



- (j) Contractor's PFTT program shall be conducted so as to avoid interference with or adverse effects on Contractor's performance of other activities authorized by the Contract, including its government-funded technology transfer program.
- (k) The Contractor shall have procedures implementing its PFTT program. Such implementing procedures shall be provided to the Contracting Officer for review and approval within ninety (90) days after execution of the contract modification authorizing PFTT. The Contractor shall provide any proposed changes to such procedures to the Contracting Officer for review and approval prior to implementation. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures.
- (l) To the extent DOE unilaterally determines:
  - (1) The Laboratory's mission or function is being negatively impacted; or
  - (2) It provides the most effective technology transfer program,

DOE retains the right to require all or certain portions of Contractor's PFTT program to be administered by a non-laboratory employee(s). Non-laboratory employees shall not utilize any Laboratory facilities without the prior written approval of the Contracting Officer.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 542	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004237	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 952.215-70 KEY PERSONNEL (DEC 2000), P.L. 95-91, and Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

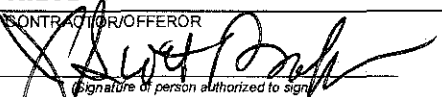

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to replace Appendix B of Section J in the contract with the attached revised list of key personnel. The revised list reflects the replacement of Greg Turner with Scott Branham as Chief Financial Officer, Business and Information Services.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. SIGNATURE OF CONTRACTOR/OFFEROR 	15C. DATE SIGNED 5/23/11
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/24/11

## **APPENDIX B-KEY PERSONNEL**

See the clause in Section I entitled, “Key Personnel.”

1.	Laboratory Director, ORNL	Thomas Mason
2.	Deputy Director, Science & Technology	Thomas Zacharia
3.	Deputy Director, Operations	Jeff Smith
4.	Associate Laboratory Director Neutron Science	Ian Anderson
5.	Associate Laboratory Director, Physical Sciences	Michelle Buchanan
6.	Associate Laboratory Director, Energy and Environmental Sciences	Martin Keller
7.	Associate Laboratory Director, Global Security	Brent Park
8.	Associate Laboratory Director, Computing and Computational Sciences	Jeffrey Nichols
9.	Associate Laboratory Director, Nuclear Science and Engineering	Kelly Beierschmitt
10.	Director, Facilities and Operations	Herbert Debban
11.	Director, Environment, Safety, Health and Quality	Joseph Herndon
12.	General Counsel	Nicole Porter
13.	Chief Financial Officer	Scott Branham

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 543	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004381	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91.

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

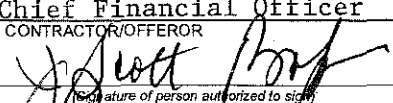

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-45 attached hereto. Requirement Change Notice No. OR-45 includes those directive which have been accepted through May 24, 2011.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) H, Scott Branham Chief Financial Officer	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 5/25/11
	16B. UNITED STATES OF AMERICA 
	16C. DATE SIGNED 5/25/11

DOE Form  
(04/1991)

RCN No. OR-45

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

Page 1 of 9

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I-124, Laws,  
Regulations, and DOE Directives (DEC  
2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2010

This Requirements Change Notice (RCN) No. OR-45 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets. ES&H-related directives in WSS sets have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

**EXECUTIVE SUMMARY OF DIRECTIVE CHANGES**

**ADDITIONS:**

DOE O 241.1B	DOE O 252.1A	DOE O 413.3B	DOE O 471.3, Adm. Chg. 1
DOE M 471.3-1, Adm. Chg. 1	DOE O 475.2A	DOE O 484.1, Adm. Chg. 1	DOE O 413.2B, Adm. Chg. 1
DOE O 225.1B	DOE O 471.5	DOE O 413.2B, Adm. Chg. 1	

**DELETIONS:**

DOE O 110.3A	DOE O 241.1A, Chg. 1	DOE O 252.1	DOE O 471.3
DOE M 471.3-1	DOE M 475.1-1B	DOE O 475.2	DOE O 484.1
DOE O 225.1A, Att. 1	DOE O 413.2B	DOE O 413.3A, Chg. 1	

**EXTENSIONS:**

**UPDATES:**

**IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):**

DOE O 142.3A, Implementation Plan, submitted  
DOE O 243.1, Implementation Plan, approved  
DOE O 413.3A, Chg. 1, Implementation Plan, closed  
DOE O 413.3B, Implementation Plan, to be submitted to DOE by 06/21/2011  
DOE O 422.1, Conduct of Operations, submitted  
DOE O 430.2B, Implementation Plan, closed

**ADMINISTRATIVE CORRECTION:**

DOE AUTHORIZING SIGNATURE:

DATE:

Johnny O. Moore, Contracting Officer's Representative

5/27/11

**Summary of Changes for RCN-45  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 110.3A Cancelled by DOE N 251.97	Conference Management	Deletion	ORO Letter 03/11/2011 ORO Letter 03/16/2011
DOE O 142.3A	Unclassified Foreign Visits and Assignments	Implementation Plan submitted to DOE on 03/22/2011	ORNL Letter 03/22/2011
DOE O 225.1A, Att. 1	Accident Investigations	Deletion	ORO Letter 04/05/2011 ORNL Letter 05/20/2011
DOE O 225.1B	Accident Investigations	Addition	ORO Letter 04/05/2011 ORNL Letter 5/20/2011
DOE O 241.1A, Chg. 1	Scientific and Technical Information Management	Deletion	ORO Letter 02/03/2011 ORNL Letter 03/02/2011
DOE O 241.1B	Scientific and Technical Information Management	Addition	ORO Letter 02/03/2011 ORNL Letter 03/02/2011
DOE O 243.1	Records Management Program	Implementation Plan approved by ORO 05/19/2011	ORNL Letter 10/15/2010 ORO Letter 05/19/2011
DOE O 252.1	Technical Standards Program	Deletion	ORO Letter 03/16/2011 ORNL Letter 04/14/2011
DOE O 252.1A	Technical Standards Program	Addition	ORO Letter 03/16/2011 ORNL Letter 04/14/2011
DOE O 413.2B	Laboratory Directed Research and Development	Deletion	ORO Letter 03/22/2011 ORNL Letter 04/19/2011
DOE O 413.2B, Adm. Chg. 1	Laboratory Directed Research and Development	Addition	ORO Letter 03/22/2011 ORNL Letter 04/19/2011
DOE O 413.3A, Chg. 1	Program and Project Management for the Acquisition of Capital Assets	Deletion Implementation Plan approved for closure on 05/23/2011	ORNL Letter 03/17/2011 ORO Approval 05/23/2011
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets	Addition Implementation Plan to be submitted by 06/21/2011	ORO Letter 12/22/2010 ORNL Letter 01/19/2011 ORO Approval 01/28/2011 ORNL Letter 03/17/2011
DOE O 422.1	Conduct of Operations	Addition Implementation Plan submitted to DOE on 04/25/2011 WSS Set 2, Change 23 WSS Set 3, Change 4 WSS Set 4, Change 22 WSS Set 5, Change 21 WSS Set 7, Change 22 WSS Set 10, Change 25 WSS Set 13, Change 4	ORO Letter 07/20/2010 ORNL Letter 07/30/2010 ORNL Letter 10/18/2010 ORO Approval 10/21/2010 ORNL Letter 12/06/2010 ORO Approval 01/21/2011 ORNL Letter 04/25/2011
DOE O 430.2B	Departmental Energy, Renewable Energy and Transportation Management	Implementation Plan, approved for closure on 02/23/2011	ORNL Letter 02/09/2011 ORO Approval 02/23/2011

**Summary of Changes for RCN-45  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 458.1, Adm. Chg. 1	Radiation Protection of the Public and the Environment	WSS Process WSS Team Report to be Submitted to DOE by 08/03/2011	ORO Email 05/12/2011 ORNL Letter 05/16/2011
DOE O 471.3	Identifying and Protecting Official Use Only Information	Deletion	ORO Letter 02/03/2011 ORNL Letter 03/02/2011
DOE O 471.3, Adm. Chg. 1	Identifying and Protecting Official Use Only Information	Addition	ORO Letter 02/03/2011 ORNL Letter 03/02/2011
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	Deletion	ORO Letter 02/03/2011 ORNL Letter 03/02/2011
DOE M 471.3-1, Adm. Chg. 1	Manual for Identifying and Protecting Official Use Only Information	Addition	ORO Letter 02/03/2011 ORNL Letter 03/02/2011
DOE O 471.5	Special Access Programs (Official Use Only)	Addition	ORO Letter 04/21/2011 ORNL Letter 05/20/2011
DOE M 475.1-1B	Manual for Identifying Classified Information	Deletion	ORO Letter 03/02/2011 ORNL Letter 03/09/2011
DOE O 475.2	Identifying Classified Information	Deletion	ORO Letter 03/02/2011 ORNL Letter 03/09/2011
DOE O 475.2A	Identifying Classified Information	Addition	ORO Letter 03/02/2011 ORNL Letter 03/09/2011
DOE O 484.1	Reimbursable Work for the Department of Homeland Security	Deletion	ORO Email 05/12/2011 ORNL Letter 05/16/2011
DOE O 484.1, Adm. Chg. 1	Reimbursable Work for the Department of Homeland Security	Addition	ORO Email 05/12/2011 ORNL Letter 05/16/2011

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3A	10/14/2010	Unclassified Foreign Visits and Assignments Program		
<b>Compliance Line: Implementation Plan, submitted to DOE on 03/22/2011.</b>				
DOE O 150.1	05/08/2008	Continuity Programs		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE M 205.1-4	03/08/2007	National Security System Manual		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 05/07/2009.				
DOE M 205.1-5, Administrative Change 2	12/22/2009	Cyber Security Process Requirements Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-6, Administrative Change 2	12/22/2009	Media Sanitization Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-7, Administrative Change 2	12/22/2009	Security Controls for Unclassified Information Systems Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE M 205.1-8, Administrative Change 2	12/22/2009	Cyber Security Incident Management Manual		
Compliance Line: Implementation Plan to be submitted to DOE upon Program Cyber Security Plan (PCSP) revision.				
DOE O 205.1A	12/04/2006	Department of Energy Cyber Security Management		



Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>DOE Directives</b> <b>may be found at the following address:</b> <a href="http://www.directives.doe.gov">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2	06/12/2006	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
<b>DOE O 225.1B</b>	<b>03/04/2011</b>	<b>Accident Investigations</b>		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 05/06/2011 by DOE N 251.86.
<b>DOE O 241.1B</b>	<b>12/13/2010</b>	<b>Scientific and Technical Information Management</b>		
DOE O 243.1	02/03/2006	Records Management Program		
<b>Compliance Line: Implementation Plan, Revised, Revision 2, approved by DOE on 05/19/2011.</b>				
DOE O 243.2	02/02/2006	Vital Records		
<b>DOE O 252.1A</b>	<b>02/23/2011</b>	<b>Technical Standards Program</b>		
DOE O 313.1	11/19/2009	Management and Funding of the Department's Overseas Presence		See Footnote (2)
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 3	02/23/2010	Contractor Human Resource Management Programs		
DOE O 350.2A	10/29/2003	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
<b>DOE O 413.2B, Administrative Change 1</b>	<b>01/31/2011</b>	<b>Laboratory Directed Research and Development</b>		

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
<b>DOE O 413.3B</b>	<b>11/29/2010</b>	<b>Program and Project Management for the Acquisition of Capital Assets</b>		
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 06/21/2011.</b>				
DOE O 414.1C	06/17/2005	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
Exemption Request: Submitted to DOE for CTA approval on 04/16/2010 per DOE O 410.1.				
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 422.1	06/29/2010	Conduct of Operations		ES&H-related Directive included in WSS. See Footnote (1).
<b>Compliance Line: Implementation Plan, submitted to DOE on 04/25/2011</b>				
DOE O 425.1D	04/16/2010	Verification of Readiness to Start Up or Restart Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, approved by DOE on 11/04/2010.				
DOE O 430.1B	09/24/2003	Real Property Asset Management		
DOE O 430.2B	02/27/2008	Departmental Energy, Renewable Energy and Transportation Management		
DOE O 433.1B	04/21/2010	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 435.1-1, Change 1	07/09/1999	Radioactive Waste Management Manual	1 06/19/2001	
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 440.2B	11/27/2002	Aviation Management and Safety	1 11/19/2006	ES&H-related Directive included in WSS. See Footnote (1).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1A	12/20/2007	Protection of Human Subjects		
DOE O 450.1A	06/04/2008	Environmental Protection Program		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>DOE Directives</b> may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 450.4-1	11/01/2006	Integrated Safety Management System Manual		
DOE N 456.1	01/05/2009	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 04/19/2011 by DOE N 251.79.
DOE O 460.1C	05/14/2010	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1, Change 2	10/20/2010	Safeguards and Security Program Planning and Management		
DOE M 470.4-2A	07/23/2009	Physical Protection		
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 07/09/2010.				
DOE M 470.4-4A, Change 1	10/12/2010	Information Security Manual		
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
<b>DOE M 471.3-1, Administrative Change 1</b>	<b>01/13/2011</b>	<b>Manual for Identifying and Protecting Official Use Only Information</b>		
<b>DOE O 471.3, Administrative Change 1</b>	<b>01/13/2011</b>	<b>Identifying and Protecting Official Use Only Information</b>		
DOE O 475.1	12/10/2004	Counterintelligence Program		
<b>DOE O 471.5</b>	<b>03/29/2011</b>	<b>Special Access Programs (Official Use Only)</b>		
<b>DOE O 475.2A</b>	<b>02/01/2011</b>	<b>Identifying Classified Information</b>		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>DOE Directives</b> <b>may be found at the following address:</b> <a href="http://www.directives.doe.gov">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
<b>DOE O 484.1, Administrative Change 1</b>	<b>03/14/2011</b>	<b>Reimbursable Work for the Department of Homeland Security</b>		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5480.20A	11/15/1994	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1 07/12/2001	ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with the exception of Sections 12.3.4.c, 12.4.4.c, 12.5.4.c, 12.6.5.c, 12.7.5.c, 12.8.4.c, and 12.11.6.c.	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

Appendix E  
Baseline List of  
Required Compliance Documents

List B - List of Applicable Directives

<b>Work Smart Standards (WSS) Sets may be found at the following address: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></b>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	73 06/29/2010	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	23 01/21/2011	
WSS Set 3	09/30/1996	Accelerator Facilities	4 01/21/2011	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	22 01/21/2011	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	21 01/21/2011	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	22 01/21/2011	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	11 01/21/2011	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	25 01/21/2011	
WSS Set 13	04/18/2003	Spallation Neutron Source	4 01/21/2011	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   1	
2. AMENDMENT/MODIFICATION NO. 544		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11SC004374	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00518		7. ADMINISTERED BY (If other than Item 6) CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$118,887,593.42	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91				
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,407,190,428.21. This represents an increase of \$118,887,593.42, from \$12,288,302,834.79 to \$12,407,190,428.21.					
Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$10,780,340.33. Cumulative obligations of NAF since Modification 234 are \$184,244,194.40.					
FOB: Destination					
Period of Performance: 04/01/2000 to 03/31/2015					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Mark A. Million		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			Mark A. Million		05/25/2011
			(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 545	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004374	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$3,571,526.48

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,410,761,954.69. This represents an increase of \$3,571,526.48, from \$12,407,190,428.21 to \$12,410,761,954.69.

TAS::17-1319::TAS (DOD)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/26/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 546	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004374	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$3,728,903.17

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,414,490,857.86. This represents an increase of \$3,728,903.17, from \$12,410,761,954.69 to \$12,414,490,857.86.

TAS::70 0860::TAS (DHS)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/26/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 547	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004374	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$377,491.29

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,414,868,349.15. This represents an increase of \$377,491.29, from \$12,414,490,857.86 to \$12,414,868,349.15.

TAS::68 8145::TAS (EPA)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/26/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 548	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004374	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$67,961.17

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,414,936,310.32. This represents an increase of \$67,961.17, from \$12,414,868,349.15 to \$12,414,936,310.32.

TAS::80 0114::TAS (NASA)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 05/26/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 549	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004374	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$1,557,099.03

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not;  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,416,493,409.35. This represents an increase of \$1,557,099.03, from \$12,414,936,310.32 to \$12,416,493,409.35.

TAS::31 0200::TAS (NRC)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 05/26/2011
	(Signature of person authorized to sign)		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
550	See Block 16C	11SC004374	
6. ISSUED BY	7. ADMINISTERED BY (If other than Item 6)	CODE	00518
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$207,757.73

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

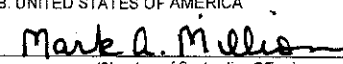
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,416,701,167.08. This represents an increase of \$207,757.73, from \$12,416,493,409.35 to \$12,416,701,167.08.

TAS::19 0107::TAS (State)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	05/26/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
551	See Block 16C	11SC004374		
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13)	10/18/1999	
CODE	FACILITY CODE			
099114287				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$504,691.34

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,417,205,858.42. This represents an increase of \$504,691.34, from \$12,416,701,167.08 to \$12,417,205,858.42.

TAS::69 8083::TAS (DOT)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	05/27/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 552		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC004374	5. PROJECT NO. (if applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831	CODE 00518	7. ADMINISTERED BY (if other than item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831		CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
CODE 099114287	FACILITY CODE	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
Net Decrease: -\$16.10

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority): 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,417,205,842.32. This represents a decrease of \$16.10, from \$12,417,205,858.42 to \$12,417,205,842.32.

TAS::12 1104::TAS (Agriculture)

FOR: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Brannan Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Lou Crow
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 6/2/11
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/31/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES  
 1 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 553 See Block 16C

6. ISSUED BY. CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 UT-BATTELLE, LLC (x)  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725 (x)  
 10B. DATED (SEE ITEM 13)  
 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,417,205,399.66. This represents a decrease of \$442.66, from \$12,417,205,842.32 to \$12,417,205,399.66.

TAS::13 0500::TAS (Commerce)

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR OFFEROR 15C. DATE SIGNED 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 J. Scott Branham Chief Financial Officer 6/2/11 Mary Lou Crow 5/21/2011  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES  
 1 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 554 See Block 16C

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13)  
 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,416,937,792.07. This represents a decrease of \$267,607.59, from \$12,417,205,399.66 to \$12,416,937,792.07.

TAS::75 0894::TAS (DHHS)  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 J. Scott Brannan Mary Lou Crow  
 Chief Financial Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 J. Scott Brannan 6/2/11 Mary Lou Crow 5/21/2011  
 (Signature of person authorized to sign) (Signature of Contracting Officer)



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 1

2. AMENDMENT/MODIFICATION NO. 555 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than item 6) CODE 00518  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) \_\_\_\_\_

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,416,935,749.23. This represents a decrease of \$2,042.84, from \$12,416,937,792.07 to \$12,416,935,749.23.

TAS::14 0804::TAS (Interior)  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Lou Crow

15B. CONTRACTOR/OFFEROR [Signature] 15C. DATE SIGNED 6/2/11 16B. UNITED STATES OF AMERICA [Signature] 16C. DATE SIGNED 5/31/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 556	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$296,476,837.03

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,713,412,586.26. This represents an increase of \$296,476,837.03, from \$12,416,935,749.23 to \$12,713,412,586.26.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$8,571,919.59. Cumulative obligations of NAF since Modification 234 are \$192,816,113.99.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 06/28/2011

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

557 See Block 16C 11SC005794

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725

10B. DATED (SEE ITEM 13) 10/18/1999

CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,437,225.79

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,717,849,812.05. This represents an increase of \$4,437,225.79, from \$12,713,412,586.26 to \$12,717,849,812.05.

TAS::97 0400::TAS (DOD)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark A. Million

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(Signature of person authorized to sign) Mark A. Million (Signature of Contracting Officer) 06/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 558	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$235,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,718,084,812.05. This represents an increase of \$235,000.00, from \$12,717,849,812.05 to \$12,718,084,812.05.

TAS::70 0860::TAS (DHS)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	06/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 559	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287		FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$1,398,058.25

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,719,482,870.30. This represents an increase of \$1,398,058.25; from \$12,718,084,812.05 to \$12,719,482,870.30.

TAS::80 0110::TAS (NASA)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	06/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 560	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$2,866,560.96

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,722,349,431.26. This represents an increase of \$2,866,560.96, from \$12,719,482,870.30 to \$12,722,349,431.26.

TAS::31 0200::TAS (NRC)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 06/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 561	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$228,174.76

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,722,577,606.02. This represents an increase of \$228,174.76, from \$12,722,349,431.26 to \$12,722,577,606.02.

TAS::11 1075::TAS (State)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	06/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 562	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$97,087.38

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,722,674,693.40. This represents an increase of \$97,087.38, from \$12,722,577,606.02 to \$12,722,674,693.40.

TAS::69 8083::TAS (DOT)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i> (Signature of Contracting Officer)	16C. DATE SIGNED 06/30/2011





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 564	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC005794	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Decrease:	-\$2,004.78

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

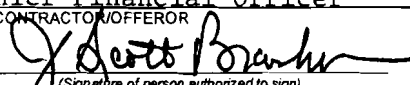
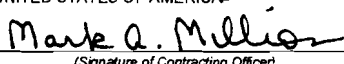
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,722,696,960.46. This represents a decrease of \$2,004.78, from \$12,722,698,965.24 to \$12,722,696,960.46.

TAS::13 0500::TAS (Commerce)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/7/11	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/30/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO. 565	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006405	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13) 10/18/1999		
CODE 099114287	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.161, P.L. 111-5, and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

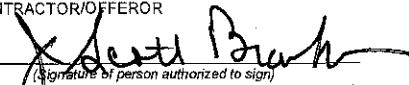
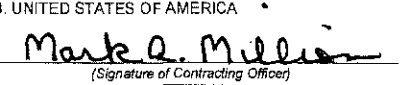
Recovery TAS::89 0335::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 7-14-11	16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 7/14/11

This modification is issued to reflect definitization of negotiations on the Contractor's proposal entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", dated July 30, 2010. In accordance with the "Changes" clause in the contract, DOE and the Contractor mutually agree that this work represents a material increase in the level of the Contractor's management effort under the contract; therefore, the Contractor is due an equitable fee for such additional services. The total estimated cost agreed to by the parties during negotiations, including fee but exclusive of management reserve, is \$4,111,489.

Therefore, the contract is modified as follows:

1. The third paragraph of clause **B-2, Fixed Fee**, is deleted in its entirety and replaced as follows:

"The fixed fee amounts agreed to by DOE and the Contractor are as follows:

- 1) \$400,000 for the project entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" (funds obligated under WA No. FD/04019/OR/41);
- 2) \$378,000 for the project entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" (funds obligated under WA No. FE/01019/OR/41); and
- 3) \$123,657 for the project entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", (funds obligated under WA No. FE/01010/OR/41)."

2. All other terms and conditions other than those specified in this modification remain unchanged.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Proposal entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", dated July 30, 2010, the Contractor hereby releases the Government from any and all liability for further equitable adjustments in fixed fee attributable to such facts or circumstances giving rise to the Proposal.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 566	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006443	5. PROJECT NO. (if applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R2725		
		10B. DATED (SEE ITEM 13) 10/18/1999		
CODE 099114287	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0253::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/26/2011

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code, is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds involving three of the tasks identified in the project entitled “ARRA Site Support to the IDIQ EM Contractors and Utility Reroutes/Isolations at ORNL for Defense Funded Work (Project Code 2002101)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$12,722,696,960.46.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
WA No. FD/04029/OR/41 (Rev. 5) Note: Revision No. 4 of this WA was incorporated into the contract under contract modification 428  (Number from Block 8 of the Work Authorization)	ARRA Site Support to the IDIQ EM Contractors and Utility Reroutes/Isolations at ORNL for Defense Funded Work (Project Code 2002101)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: ARRA Site Support to the IDIQ EM Contractors and Utility Reroutes/Isolations at ORNL for Defense Funded Work  
(Project Code 2002101)

1b. Work Proposal Number (if applicable): NA

2. ORO EM Program Point of Contract.

Name: L. O. Wilkerson                      Organization Code: EM-90      Telephone No. 865 576-9900

3. ORO Budget Point of Contract.

Name: J. D. Standridge                      Organization Code: FM-72      Telephone No. 865 574-8885

4. Responsible Program: EM

5. Responsible Secretarial Officer:  
Assistant Manager for Environmental Management

6. Responsible Field Organization:  
Oak Ridge Office

7a. Site and Facility Management Contractor:  
Oak Ridge National Laboratory  
UT-Battelle, LLC

7b. Contractor Point of Contact.  
Name S. D. Van                      Telephone No: 865 574 7264  
Hoesen

8. Work Authorization Number: FD/04029/OR/41

9. Revision Number: 5

10. Funding Authorized .

Budget and Reporting Code:	Previous:	Change:	Current: \$8,960,646
FD0412000	\$8,960,646	\$0	

11. Performance Period Covered by Funds.

12. Work Start Date:

13. Expected Completion Date:

From: 7/12/09                      To: 9/30/2012

7/2009

9/2012

14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5)(Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Rev 3 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegDef001-R0

Revision 4 - issued to extend task to 9/30/2012, add support for utility and characterization support in Isotope facilities and add funding. Detailed revised SOW will be incorporated as the revised workscope is



definitized.

Rev 5 – Correct Block 8. (“OR” had been left out). Realign funds per BCP IntegDef002. See attached SOW dated 9/15/2010 for scope.

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the EM projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
  - Perform Utility Isolations/Reroutes for facilities to be demolished or planned to be demolished in the near future, as coordinated with ORNL Site Operations.
  - Provide for Surveillance and Maintenance of the 3026 site during 2010.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review and resolve impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage including 3025M.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc. as required to support the IDIQ contractor in their efforts.

Specific IDIQ Contractor Support/Coordination activities and Isotope Row Utilities Work Supported by this authorization is as follows:

1. Bethel Valley Isotope Facilities (Building 3026 Demolition-Hot Cells and perform S&M of Hot Cells during 2010.) – (\$1,230,538)
2. ORNL Small Facilities Completion Demolition – (\$3,386,186)
3. Core hole 8 Remediation – (\$338,609)
4. Bethel Valley Burial Grounds (Cap SWSA 1 And 3) – (\$200,000)
5. Bethel Valley Groundwater Early Actions (Pump and Treat) – (\$5,978)
6. Melton Valley Sentinel Wells – (\$1,500)
7. Bethel Valley Isotope Facilities – Perform utility Isolation/Reroute, characterization support as directed by DOE. (Specific facilities and priorities to be as directed in writing by the COR.), and support to 3038 Legacy Material Removal and Demolition - (\$3,797,835)

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official		
Name (typed): L. O. Wilkerson	Signature: <i>Laura O. Wilkerson</i>	Date: 6/23/11
17. DOE Field Organization Official:		
Name (typed): Johnny O. Moore	Signature: <i>J. O. Moore</i>	Date: 6/25/11
18. Contractor's Authorized Representative.		
Name (typed): Kelly J. Beierschmitt	Signature: <i>Kelly J. Beierschmitt</i>	Date: 6/27/11
19. DOE Contracting Officer (or delegated representative).		
Name (typed): Mark A. Million	Signature: <i>Mark A. Million</i>	Date: 7/5/11

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirement</u></b>
This Work Authorization provides for level of effort support to the DOE ORO EM Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>
Provide support to EM by providing services to the EM Defense funded contractors according to the schedules developed.
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>
NA

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: July 12, 2011 at 04:09:54 PM

Rpt Entity	Fund Code	Leg FT	Legacy Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	06049	EZ	1110465	EW1001209	25400	0000000	2002260	0000000		182,755.14	0.00	0.00	0.00	182,755.14
<b>Total for Program Parent/Control Point: EW1000000</b>										182,755.14	0.00	0.00	0.00	182,755.14
470002	06049	EZ	1111375	FD0411000	25400	0473003	2002100	0000000		98,183.00	0.00	0.00	0.00	98,183.00
<i>AY 2009 - Per Funding Authorization dated 6/6/2011; Appropriation 89-09/10-0253; Project 2002100; Intergovernmental Personnel Act funding. Cost Authority is equal to BA at \$98,183</i>														
<b>Total for Program Parent/Control Point: FD0411000</b>										98,183.00	0.00	0.00	0.00	98,183.00
470002	06049	EZ	1111376	FD0412000	25400	0473041	2002101	0000000		4.11	0.00	0.00	0.00	4.11
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is equal to BA at \$1,500.00 for Melton Valley Sentinel Wells.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473053	2002101	0000000		581,071.34	0.00	0.00	0.00	581,071.34
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is \$12,338,000 for Building 3029 Wooden Superstructure.</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473054	2002101	0000000		953,784.76	0.00	-220,980.00	-220,980.00	732,804.76
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is equal to BA at \$1,230,538 for Bethel Valley Isotope Facilities (Building 3026 Demolition - Hot Cells). Per WAS 7-5-11, decrease of \$220,980 moved to LUC 0473060</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473055	2002101	0000000		963,738.98	0.00	-81,704.00	-81,704.00	882,034.98
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. ORNL Small Facilities Completion Demolition project. Cost authority equals BA of \$3,386,186 for ORNL Small Facilities Demo. Decrease of \$81,704 moved to LUC 0473060</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473056	2002101	0000000		226,888.09	0.00	0.00	0.00	226,888.09
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is equal to BA at \$338,609 for Corehole 8 Remediation</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473058	2002101	0000000		65,131.56	0.00	0.00	0.00	65,131.56
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is equal to BA at \$200,000 for Bethel Valley Burial Grounds (Cap SWSA 1 and 3).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473059	2002101	0000000		0.49	0.00	0.00	0.00	0.49
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. Cost authority is equal to BA at \$5,978.00 for Bethel Valley Groundwater Early Actions (Pump and Treat).</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473060	2002101	0000000		3,220,500.99	0.00	302,684.00	302,684.00	3,523,184.99
<i>AY 2009 - Per Funding Authorization dated 6/23/2011, Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101. ORNL BV Isotopes Facilities 3038 project. Cost authority is equal to BA of \$3,797,835 for BV Isotopes Facilities 3038. Increase of \$302,684 from LUCs 0473054 &amp; 0473055</i>														
470002	06049	EZ	1111376	FD0412000	25400	0473202	2002101	0000000		2,315,698.20	0.00	0.00	0.00	2,315,698.20
<i>AY 2009 - Funding Authorizations dated 6/23/11. Appropriation 89-09/10-0253 Defense Environmental Cleanup, Project Code 2002101 for ORNL Isotope Row Characterization. Cost authority is equal to BA of \$2,342,646.00 may not be exceeded.</i>														
<b>Total for Program Parent/Control Point: FD0412000</b>										8,326,818.52	0.00	0.00	0.00	8,326,818.52
<b>Total for Fund Type: EZ</b>										8,607,756.66	0.00	0.00	0.00	8,607,756.66
<b>Total for Recipient Code: OR</b>										8,607,756.66	0.00	0.00	0.00	8,607,756.66
<b>Total for Reporting Entity: 470002</b>										8,607,756.66	0.00	0.00	0.00	8,607,756.66
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)</b>										8,607,756.66	0.00	0.00	0.00	8,607,756.66

Financial Plan Number: 1

Fiscal Year: 2011

Contract Modification Number: \*\* No MOD \*\*

Fiscal Month: 10

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100253)

Report Generated on: July 12, 2011 at 04:09:54 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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### *TAS Sub-Report*

DOE and Non-Appropriated Funding: 8909/100253

**Reimbursable Funding:**

No Reimbursable Funding Exists

2. AMENDMENT/MODIFICATION NO. 567	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006452	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231  CODE 099114287      FACILITY CODE	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5, and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0335::TAS

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA  <i>Mark A. Million</i> <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED 07/26/2011

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code, is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$104,091 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from the project entitled “Demolition of the 2000 Facilities Complex at Oak Ridge National Laboratory (Project Code 2002230)” to the project entitled “ARRA Site Support to the IDIQ Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)”.
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$12,722,696,960.46.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorizations (Attachment 1):

Work Authorization Number	Work Authorization Title
WA No. FE/01029/OR/41 (Rev. 5)	ARRA Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)
WA No. FE/01019/OR/41 (Rev. 2)  (Number from Block 8 of the Work Authorization)	Demolition of the 2000 Facilities Complex at Oak Ridge National Laboratory (Project Code 2002230)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATIONS



**U. S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: ARRA Site Support to the IDIQ EM Contractor Work at ORNL for Non-Defense Funded Work (Project Code 2002230)

1b. Work Proposal Number (if applicable): NA

2. ORO EM Program Point of Contract.

Name: L. O. Wilkerson                      Organization Code: EM-90      Telephone No. 865 576-9900

3. ORO Budget Point of Contract.

Name: J. D. Standridge                      Organization Code: FM-72      Telephone No. 865 574-8885

4. Responsible Program: EM

5. Responsible Secretarial Officer:  
Assistant Manager for Environmental Management

6. Responsible Field Organization:  
Oak Ridge Office

7a. Site and Facility Management Contractor:  
Oak Ridge National Laboratory  
UT-Battelle, LLC

7b. Contractor Point of Contact.  
Name S. D. Van                      Telephone No: 865 574 7264  
Hoesen

8. Work Authorization Number: FE/01029/OR/41

9. Revision Number: 5

10. Funding Authorized

Budget and Reporting Code:                      Previous: ~~\$3,440,471~~<sup>4,544,562</sup>      Change: \$104,091      Current: \$4,544,562  
FE0115000

11. Performance Period Covered by Funds.

12. Work Start Date:

13. Expected Completion Date:

From: 6/12/09                      To: 9/30/2012

6/2009

9/2012

14. Statement of Work: This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.

The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by ORO EM to SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.

Rev 2 – Issued to reallocate funds between the sub projects. No net change in funding. Justification provided in BCP IntegnonDef001-R0

Rev 3 – Issued to extend duration through 9/30/2012 and add funding. Detailed revised SOW will be incorporated as the revised workscope is definitized.

Rev 4 – Corrected Block 8 (“OR” had been left out.). Added \$483,493 to funding (\$53,000 to subtask 3 and \$430,493 to subtask 4). No change to SOW.

Rev 5 - Added \$104,091 to WA for isolation of the utilities associated with legacy material removal (HVAC unit duct work, etc.)) in the basement of the 4501 building. (Ref. BCP IntegNonDef003) Also realigned funding between projects as requested per BCP IntegNonDef002. See attached SOW dated 9/15/11 for scope.

Specific Recovery Act Statement of Work:

UT-B will provide the following general services for the IDIQ projects listed below:

- Coordination with Laboratory Operations including integration of EM work into overall master plan and schedule for ORNL Central Campus activities.
  - Provide Utility Isolation for facilities to be demolished or as required for legacy material removal.
  - Provide a point of contact for establishing RPP interfaces/boundaries for controlling radiological hazards.
  - Provide Fire Protection Engineering review/support for potential impacts on ORNL operations/facilities.
  - Provide ES&H and Technical Subject Matter experts to review and resolve impacts on ORNL operations/facilities and ensure that interface points are established and understood.
  - Coordinate Environmental Compliance Activities involving Site-wide issues.
  - Coordinate site space usage, including 3025M.
  - Provide for minor repairs for incidental damage done by IDIQ contractor work.
- Provide for Excavation/penetration Permits.
- Provide applicable records/drawings etc., as required to support the IDIQ contractor in their efforts
  - Provide technical support during transition of facility 2026 from UT-B to the EM IDIQ contractor.

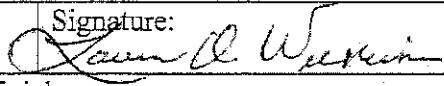
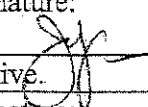
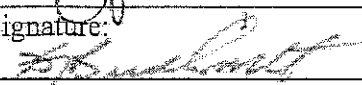
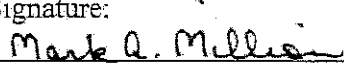
Specific IDIQ Work Supported by this authorization is as follows

1. Central Campus Legacy Material Removal Project – (\$1,175,027)
2. General Maintenance Facilities Demolition Project – (\$1,331,520)
3. Southeast Laboratory Complex Demolition Project – (\$973,110 )
4. 2026 Complex Legacy Material Removal Project - (\$1,064,905)

(Attach a detailed description of work to be performed or reference to a work proposal, project plan, or similar document that describes the scope of work, milestones, deliverables, and performance measures/expectations.)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in the Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official		
Name (typed): L. O. Wilkerson	Signature: 	Date: 6/23/11
17. DOE Field Organization Official:		
Name (typed): Johnny O. Moore	Signature: 	Date: 6/21/11
18. Contractor's Authorized Representative.		
Name (typed): Kelly J. Beierschmitt	Signature: 	Date: 6/22/11
19. DOE Contracting Officer (or delegated representative).		
Name (typed): Mark A. Million	Signature: 	Date: 7/5/11

ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS

**Section A: Contractor Recovery Act Schedule or Milestone Requirement**

This Work Authorization provides for level of effort support to the DOE ORO EM Non Defense funded ARRA work. As such, in a supporting role, there are no specific schedules or milestones. Specific facilities included in the effort are listed in the SOW

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Provide support to EM by providing services to the EM Non Defense contractors according to the schedules developed.

**Section C: Contractor Recovery Act Deliverables**

NA

**U.S. DEPARTMENT OF ENERGY  
CONTRACT WORK AUTHORIZATION**

1a. Project Title: Demolition of the 2000 Facilities Complex at Oak Ridge National Laboratory, Project Code 2002230		1b. Work Proposal Number (if applicable): NA	
2. ORO EM Program Point of Contact. Name: L. O. Wilkerson Organization Code: EM-90 Telephone No.: 865-576-9900			
3. ORO Budget Point of Contact. Name: J. D. Standridge Organization Code: FM-72 Telephone No.: 865-574-8885			
4. Responsible Program: Environmental Management – Non-defense		5. Responsible Secretarial Officer: Assistant Secretary for Environmental Management	
6. Responsible Field Organization: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor: Oak Ridge National Laboratory, UT-Battelle, LLC		7b. Contractor Point of Contact. Name: S. D. Van Hoesen Telephone No.: 865- 574-7264	
8. Work Authorization Number: FE/01019/OR/41		9. Revision Number: 2	
10. Funds Authorized (\$ in thousands). B&R Code: FE0115000 Previous: \$11,880,000 Change: (\$104,091) Current: \$ 11,770,909			
11. Performance Period Covered by Funds. From: 05/04/09 To: 06/30/11		12. Work Start Date: 05/04/09	13. Expected Completion Date: 06/30/11
14. Statement of Work:  <p>This Work Authorization is issued for the sole purpose of authorizing work in support of the American Recovery and Reinvestment Act of 2009, (Pub. L. 111-5) (Recovery Act). All contract terms and conditions apply to the work identified herein, in particular contract provision H.50 applies. The work described in this work authorization shall be performed using funds obligated under the contract, appropriated under the Recovery Act and as such is subject to special statutory conditions.</p> <p>The Office of Science (SC) is committed to conducting all work authorized herein, in a manner that ensures protection of the workers, the public, and the environment. Protecting the workers, the public, and the environment is a direct and individual responsibility of all SC managers and SC-supported contractors. Funds provided by SC will be applied as necessary to ensure that all supported activities are conducted safely and in an environmentally conscientious manner. Only work conducted in this manner will be supported.</p> <p>Rev 1 – Funding of \$920,000 is being removed from this project because the Estimate at Completion (\$11,880,000) is less than the obligations (\$12,800,000).</p> <p>Rev 2 – Funding of \$104,091 is being removed to add to the ARRA UT-B Integration Task (FE/01029/OR/41)</p> <p><u>Specific Recovery Act Statement of Work:</u> The 2000 Complex is located on the Northwest Side of the Oak Ridge National Laboratory (ORNL) along Bethel Valley Road. The ORNL 2000 Complex comprises eight facilities totaling approximately 59,966 square feet. The complex includes Buildings 2000, 2001, and 2024 and ancillary support facilities 2019, 2087, 2088 and 2092. The complex is in severe disrepair and has been vacant for approximately 6 years. Contaminants of concern include friable and non-friable asbestos, beryllium,</p>			

been vacant for approximately 6 years. Contaminants of concern include friable and non-friable asbestos, beryllium, heavy metals, (e.g., cadmium and lead), polychlorinated biphenyls (PCBs), and radiological contamination. Buildings 2000 and 2001 "Quonset Huts" are steel framed with metal sheeting. Building 2024 is a 2 story facility constructed of structural steel and concrete block with a built up roof. Building 2000 was originally developed for use as the Metallurgy Laboratories and was later used by the Manhattan Research Project in the late 1940s. The Metals and Ceramics Division used the facility in the 1950s, and was then occupied by the Solid States Division and Quality Services Division until the facility was deactivated pending demolition in 2002. There is extensive contamination within most of the air-handling systems (i.e., HVAC and hood exhaust units) and bonded to many building surfaces. Original drawings show that activities included fuel rod research, and there is radiological evidence of work involving U235, U238, Thorium, Cd109, Cs137, Am241 and Pu239. Beryllium operations were also conducted in this facility. Building 2001 was constructed in 1947 in support of the Manhattan Project. Building 2001 was originally developed as the Health Physics Laboratories for research in health electroscopes, electrometers, proportional counters and Geiger Mueller counters. It was later used by the Environmental Sciences Division for basic research until the late 1970s. The building was remodeled and then used as the Information Division Complex from the early 1980s to 1992 and then finally was used as temporary offices from 1992-1999. Building 2024 was originally developed as the Metallurgy Laboratories Annex. The facility continued to house operating laboratories as well as provide additional office space for the Information, Solid States, and Quality Services Divisions through 2003. The building contains at least five contaminated hoods and supporting exhaust systems, as well as sparse fixed contamination in several labs. Beryllium welding is known to have been conducted in Building 2024 on the 2<sup>nd</sup> floor in the 1960s; Rooms 42 and 43 are known to have been used for Beryllium Fluoride research and development. The objective of the 2000 Complex facilities demolition project is to: Abate all hazardous materials; remove contaminated HVAC equipment and duct; demolish all facilities to the slab; and, properly dispose of all wastes.

Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule or Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of Science laboratory appraisal process.

15. Reporting Requirements (Status reports, scientific and technical information or similar):

The recipient of funding in this Work Authorization is responsible for meeting all reporting requirements established by the Department of Energy for activities funded by the American Recovery and Reinvestment Act of 2009.

16. Work Authorization Program Official.

Name (typed): L. O. Wilkerson

Signature: 

Date: 4/23/11

17. DOE Field Organization Official.

Name (typed): Johnny O. Moore

Signature: 

Date: 4/27/11

18. Contractor's Authorized Representative.

Name (typed): Kelly J. Beierschmitt

Signature: 

Date: 6/27/11

19. DOE Contracting Officer (or delegated representative).

Name (typed): Mark A. Million

Signature: 

Date: 7/5/11

**ATTACHMENT A – CONTRACTOR RECOVERY ACT PERFORMANCE REQUIREMENTS**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

12/31/09 Begin Field Mobilization for 2000 Complex East

06/30/10 Begin Field Mobilization for 2000 Complex West

12/31/10 Complete Decontamination and Decommissioning of 2000 Complex East

03/31/11 Complete Decontamination and Decommissioning of 2000 Complex West

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

12/31/10 Complete Decontamination and Decommissioning of 2000 Complex East

03/31/11 Complete Decontamination and Decommissioning of 2000 Complex West

**Section C: Contractor Recovery Act Deliverables**

03/31/11 Complete Decontamination and Decommissioning of 2000 complex facilities.

# ATTACHMENT 2

## FINANCIAL PLAN REPORT

Financial Plan Number: 1

Fiscal Year: 2011

Fiscal Month: 10

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: July 12, 2011 at 04:15:11 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05949	UQ	1111361	FE0115000	25400	0473062	2002230	0000000		4,748,121.97	0.00	-104,091.00	-104,091.00	4,644,030.97
<i>AY 2009 - Per Funding Authorization dated 5/5/2010, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Incremental cost authority of \$8,831,932 may not be exceeded for 2000 Complex. Reduction of \$104,091 - moved to Central Campus Legacy Material Removal. WAS signed 7/5/11</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473063	2002230	0000000		552,020.09	0.00	249,628.00	249,628.00	801,648.09
<i>AY 2009 - Per Funding Authorization dated 5/5/2010, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Incremental Cost authority is \$881,270.25 for Central Campus Legacy Material Removal Project. Increases funding an additional \$249,628 per 07-05-2011 WAS</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473064	2002230	0000000		515,833.90	0.00	20,783.00	20,783.00	536,616.90
<i>AY 2009 - Per Funding Authorization dated 5/5/2010, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Incremental Cost authority is \$998,640 for General Maintenance Facilities Demolition Project. Increases funding by \$20,783.00 per July 5, 2011 WAS.</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473065	2002230	0000000		490,699.52	0.00	-65,741.00	-65,741.00	424,958.52
<i>AY 2009 - Per Funding Authorization dated 5/5/2010, Appropriation 89-09/10-0335 Non-Defense Environmental Management, Project Code 2002230. Incremental Cost Authority of \$729,832.50 may not be exceeded on this project. Decreases funding by \$65,741 per 7-5-11 WAS. Funding moved to Central Campus Legacy Matl</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473066	2002230	0000000		1,096,173.13	0.00	-100,579.00	-100,579.00	995,594.13
<i>AY 2009 - Per Funding Authorization dated 5/5/2010, Appropriation 89-09/10-0335 Non-Defense EM, Project Code 2002230. Incremental Cost Authority of \$798,678.75 may not be exceeded for 2026 Complex Legacy Matl Removal. WAS signed 7-5-11. Decrease of \$100,579, \$20,783 moved to 0473064; &amp; \$79,796 moved to 0473063</i>														
470002	05949	UQ	1111361	FE0115000	25400	0473201	2002230	0000000		12,323,799.63	0.00	0.00	0.00	12,323,799.63
470002	05949	UQ	1111361	FE0115000	25400	0473205	2002230	0000000		4,800,674.57	0.00	0.00	0.00	4,800,674.57
470002	05949	UQ	1111361	FE0115000	25400	0473211	2002230	0000000		5,159,530.96	0.00	0.00	0.00	5,159,530.96
<b>Total for Program Parent/Control Point: FE0115000</b>										29,686,853.77	0.00	0.00	0.00	29,686,853.77
<b>Total for Fund Type: UQ</b>										29,686,853.77	0.00	0.00	0.00	29,686,853.77
<b>Total for Recipient Code: OR</b>										29,686,853.77	0.00	0.00	0.00	29,686,853.77
<b>Total for Reporting Entity: 470002</b>										29,686,853.77	0.00	0.00	0.00	29,686,853.77
<b>Total for OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)</b>										29,686,853.77	0.00	0.00	0.00	29,686,853.77



Financial Plan Number: 1

Fiscal Year: 2011

Contract Modification Number: \*\* No MOD \*\*

Fiscal Month: 10

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Battelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-Battelle (RECOVERY ACT - 8909/100335)

Report Generated on: July 12, 2011 at 04:15:11 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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### *TAS Sub-Report*

**DOE and Non-Appropriated Funding:** 8909/100335

**Reimbursable Funding:**

No Reimbursable Funding Exists

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 568	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006763	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$74,114,017.57

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,796,810,978.03. This represents an increase of \$74,114,017.57, from \$12,722,696,960.46 to \$12,796,810,978.03.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$14,457,528.20. Cumulative obligations of NAF since Modification 234 are \$207,273,642.19.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/27/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO. 569		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11SC006763	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518		5. PROJECT NO. (if applicable)	
		7. ADMINISTERED BY (if other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$6,794,293.84

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,803,605,271.87. This represents an increase of \$6,794,293.84, from \$12,796,810,978.03 to \$12,803,605,271.87.

FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	
		07/27/2011	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 570	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006763	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,127,385.01

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,806,732,656.88. This represents an increase of \$3,127,385.01, from \$12,803,605,271.87 to \$12,806,732,656.88.

TAS::97 0400::TAS (DOD)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 07/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
571	See Block 16C	11SC006763		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				
		X	9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	
CODE	099114287	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$9,586,431.24
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,816,319,088.12. This represents an increase of \$9,586,431.24, from \$12,806,732,656.88 to \$12,816,319,088.12.				
TAS::70 0565::TAS (DHS)				
FOB: Destination				
Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million	07/28/2011	
		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 572	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006763	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,771,587.38

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,818,090,675.50. This represents an increase of \$1,771,587.38, from \$12,816,319,088.12 to \$12,818,090,675.50.

TAS::31 0200::TAS (NRC)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 07/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
573	See Block 16C	11SC006763		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
099114287		<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.		
12. ACCOUNTING AND APPROPRIATION DATA (if required)		Net Increase:	\$248,524.27	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,818,339,199.77. This represents an increase of \$248,524.27, from \$12,818,090,675.50 to \$12,818,339,199.77.				
TAS::72 1037::TAS (State) FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	07/28/2011	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
574	See Block 16C	11SC006763	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$485,422.30

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT. ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,818,824,622.07. This represents an increase of \$485,422.30, from \$12,818,339,199.77 to \$12,818,824,622.07.

TAS::69 8083::TAS (DOT)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED
	07/29/2011
	Mark A. Million (Signature of Contracting Officer)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
575	See Block 16C	11SC006763	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$452,530.10

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,819,277,152.17. This represents an increase of \$452,530.10, from \$12,818,824,622.07 to \$12,819,277,152.17.

TAS::68 0108::TAS (EPA)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	07/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 576	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006763	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$257,813.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,819,534,965.17. This represents an increase of \$257,813.00, from \$12,819,277,152.17 to \$12,819,534,965.17.

TAS::49 0100::TAS (NSF)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 07/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 577	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC006763	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Decrease: -\$113.27

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

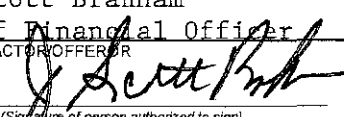
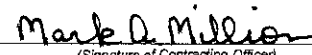
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,819,534,851.90. This represents a decrease of \$113.27, from \$12,819,534,965.17 to \$12,819,534,851.90.

TAS::12 1104::TAS (Agriculture)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/4/11
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
578	See Block 16C	11SC006763	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	
CODE 099114287		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Decrease: -\$206.17	

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

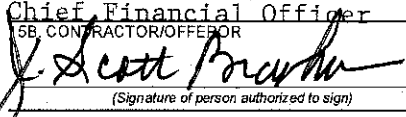

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,819,534,645.73. This represents a decrease of \$206.17, from \$12,819,534,851.90 to \$12,819,534,645.73.

TAS::80 0112::TAS (NASA)

FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 8/4/11	16C. DATE SIGNED 07/29/2011

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)  
 579 See Block 16C 11SC006886

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (if other than Item 6) CODE 00518  
 Oak Ridge U.S. Department of Energy  
 P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13) 10/18/1999  
 CODE 099114287 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Decrease: -\$98.26  
 See Page 2.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0222::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  
 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 J. Scott Branham Chief Financial Officer Mark A. Million  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 J. Scott Branham 8/23/11 Mark A. Million 08/18/2011  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds in the amount of \$98.26 from the contract for the Work for Others (WFO) activity entitled “Decision Tools for Asset Management and Infrastructure Resilience” with the Army Corp of Engineers.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funding in the amount of \$98.26 is hereby de-obligated from the contract. The total amount of funds obligated under this contract since its inception is decreased from \$12,819,534,645.73 to \$12,819,534,547.47.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted under this modification are identified in the following referenced WFO Project Number(s):

<b>WFO Project Number</b>	<b>WFO Project Title</b>
2231-T332-07 (Version No. 0065)	Decision Tools for Asset Management and Infrastructure Resilience

- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 1

Fiscal Year: 2011

Contract Modification Number: \*\* No MOD \*\*

Fiscal Month: 11

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

**OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)**

Report Generated on: August 4, 2011 at 02:56:11 PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	00516	2D	1720578	600306000	25400	0000000	0000000	0496004	14B641301	40,284.66	0.00	0.00	0.00	40,284.66
Total for Program Parent/Control Point: 600000000										40,284.66	0.00	0.00	0.00	40,284.66
Total for Fund Type: 2D										40,284.66	0.00	0.00	0.00	40,284.66
470002	00515	3D	1720286	400402000	25400	0000000	0000000	0495232	47WT84901	40,492,265.15	0.00	0.00	0.00	40,492,265.15
470002	00515	3D	1720297	400403209	25400	0000000	0000000	0495924	47WT33210	24,196.58	0.00	-98.26	-98.26	24,098.32
470002	00515	3D	1720340	400411000	25400	0000000	0000000	0498664	47WV28202	118,698.86	0.00	0.00	0.00	118,698.86
Total for Program Parent/Control Point: 400000000										40,635,160.59	0.00	-98.26	-98.26	40,635,062.33
Total for Fund Type: 3D										40,635,160.59	0.00	-98.26	-98.26	40,635,062.33
Total for Recipient Code: OR										40,675,445.25	0.00	-98.26	-98.26	40,675,346.99
Total for Reporting Entity: 470002										40,675,445.25	0.00	-98.26	-98.26	40,675,346.99
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)										40,675,445.25	0.00	-98.26	-98.26	40,675,346.99



Financial Plan Number: 1

Fiscal Year: 2011

Fiscal Month: 11

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 89X0222)

Report Generated on: August 4, 2011 at 02:56:11 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Defense	-98.26
Total Appropriated Funds (Program 40):	-98.26
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	-98.26
Total Non-Appropriated Funds:	0.00

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### *TAS Sub-Report*

**DOE and Non-Appropriated Funding:** No TAS Required.

**Reimbursable Funding:**

Defense 969/03133

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 580	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007125	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Page 2. Net Decrease: -\$29,248.94

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

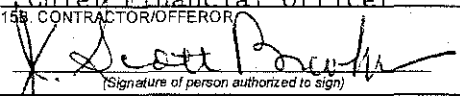
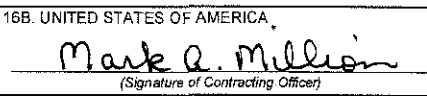
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY**  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0227::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/2/11	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2011

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 1 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to de-obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds from the following Office of Science projects: 1) Science Laboratories Infrastructure-GPP, Melton Valley Support Facility (Project Code 2005380), 2) Biological and Environmental Research-Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095), and 3) Biological and Environmental Research-Knowledgebase R&D (Project Code 2005115).
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled “Obligation of Funds,” funds in the amount of \$29,248.94 are hereby de-obligated from the Recovery Act activities identified in section C below. The total amount of funds obligated under this contract since its inception is decreased from \$12,819,534,547.47 to \$12,819,505,298.53.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in following referenced Work Authorizations:

<b>Work Authorization Number (WA)</b>	<b>Project Title</b>
KG/OR41/9/ARRA-1 De-obligate: \$29,248.82	Science Laboratories Infrastructure-GPP, Melton Valley Support Facility (Project Code 2005380)
KP/OR41/9/ARRA-1 De-obligate: \$0.07	Biological and Environmental Research-Recovery Act Bioenergy Research Centers Capital Equipment: BioEnergy Science Center (Project Code 2005095)
KP/OR41/9/ARRA-2 De-obligate: \$0.05	Biological and Environmental Research-Knowledgebase R&D (Project Code 2005115)
(Numbers from Block 8 of the WA)	

- D. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## FINANCIAL PLAN REPORT

Financial Plan Number: 2

Fiscal Year: 2011

Contract Modification Number: \*\* No MOD \*\*

Fiscal Month: 11

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 1 of 2

Report: RFP0001

Report Generated on: August 25, 2011 at 01:30:09 PM

### OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	06199	WO	2924024	KG0900000	32002	0473068	2005380	0000000		4,204,669.77	0.00	-29,248.82	-29,248.82	4,175,420.95
<i>AY 2009 - Work authorization number KG/OR41/9; Appropriation Symbol 8909/100227; Per email from Rusty Perrin. This is to close out the ARRA Melton Valley Support Facility Project</i>														
<b>Total for Program Parent/Control Point: KG0900000</b>										4,204,669.77	0.00	-29,248.82	-29,248.82	4,175,420.95
470002	06199	WO	2924112	KP1501021	25400	0000000	2005115	0000000		523.22	77.02	-0.05	76.97	600.19
<i>AY 2009 - Work Authorization Number KP/OR41/9/ARRA-2; Appropriation Symbol: 8909/100227; Closing out ARRA project.</i>														
470002	06199	WO	2924113	KP1501022	25400	0000000	2005095	0000000		117,822.96	-9,662.55	-0.07	-9,662.62	108,160.34
<i>AY 2009 - Work Authorization Number: KP/OR41/9/ARRA-1; Appropriation Symbol: 8909/100227; Email from Lisa Yost dated 1/18/11.</i>														
<b>Total for Program Parent/Control Point: KP1500000</b>										118,346.18	-9,585.53	-0.12	-9,585.65	108,760.53
<b>Total for Fund Type: WO</b>										4,323,015.95	-9,585.53	-29,248.94	-38,834.47	4,284,181.48
<b>Total for Recipient Code: OR</b>										4,323,015.95	-9,585.53	-29,248.94	-38,834.47	4,284,181.48
<b>Total for Reporting Entity: 470002</b>										4,323,015.95	-9,585.53	-29,248.94	-38,834.47	4,284,181.48
<b>Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)</b>										4,323,015.95	-9,585.53	-29,248.94	-38,834.47	4,284,181.48

Financial Plan Number: 2

Fiscal Year: 2011

Fiscal Month: 11

## Financial Plan Report - Detail

Site: OR

Page 2 of 2

Report: RFP0001

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100227)

Report Generated on: August 25, 2011 at 01:30:09 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	-29,248.94
Grand Total:	-29,248.94
Total Non-Appropriated Funds:	0.00

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### *TAS Sub-Report*

**DOE and Non-Appropriated Funding:** 8909/100227

**Reimbursable Funding:**

No Reimbursable Funding Exists

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 581	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$58,828,077.30

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,878,333,375.83. This represents an increase of \$58,828,077.30, from \$12,819,505,298.53 to \$12,878,333,375.83.

Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$8,762,940.01. Cumulative obligations of NAF since Modification 234 are \$216,036,582.20.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 582		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11SC007078	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00518		7. ADMINISTERED BY (If other than Item 6) CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$94,215.58

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,878,427,591.41. This represents an increase of \$94,215.58, from \$12,878,333,375.83 to \$12,878,427,591.41.

TAS::12 1115:TAS (Agriculture)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	08/29/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 583	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,806,305.83

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,880,233,897.24. This represents an increase of \$1,806,305.83, from \$12,878,427,591.41 to \$12,880,233,897.24.

TAS::13 0500:TAS (Commerce)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 584	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,018,916.65

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,883,252,813.89. This represents an increase of \$3,018,916.65, from \$12,880,233,897.24 to \$12,883,252,813.89.

TAS::97 0400:TAS (DOD)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 585	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,887,398.71

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,885,140,212.60. This represents an increase of \$1,887,398.71, from \$12,883,252,813.89 to \$12,885,140,212.60.

TAS::75 0119:TAS (DHHS)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2011

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: 11SC007078  
 PAGE OF PAGES: 1 of 1

2. AMENDMENT/MODIFICATION NO.: 586  
 3. EFFECTIVE DATE: See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.: 11SC007078  
 5. PROJECT NO. (if applicable):

6. ISSUED BY: CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831

7. ADMINISTERED BY (if other than item 6): CODE 00518  
 Oak Ridge  
 U.S. Department of Energy  
 P.O. Box 2001  
 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 UT-BATTELLE, LLC  
 Attn: Quinn Windham, Director  
 Prime Contract Administration  
 Post Office Box 2008  
 OAK RIDGE TN 37831-6231

9A. AMENDMENT OF SOLICITATION NO.: (x)  
 9B. DATED (SEE ITEM 11):  
 10A. MODIFICATION OF CONTRACT/ORDER NO.: x  
 DE-AC05-00OR22725  
 10B. DATED (SEE ITEM 13):  
 10/18/1999

CODE 099114287 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$2,309,335.23

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,887,449,547.83. This represents an increase of \$2,309,335.23, from \$12,885,140,212.60 to \$12,887,449,547.83.

TAS::70 0860:TAS (DHS)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Mark A. Million

15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 08/30/2011

(Signature of person authorized to sign) (Signature of Contracting Officer)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 587	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$646,799.75

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,888,096,347.58. This represents an increase of \$646,799.75, from \$12,887,449,547.83 to \$12,888,096,347.58.

TAS::80 0110:TAS (NASA)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 588	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$1,732,553.24

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,889,828,900.82. This represents an increase of \$1,732,553.24, from \$12,888,096,347.58 to \$12,889,828,900.82.

TAS::31 0200:TAS (NRC)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 589	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$20,388.35

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,889,849,289.17. This represents an increase of \$20,388.35, from \$12,889,828,900.82 to \$12,889,849,289.17.

TAS::11 1075:TAS (State)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 590	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,023,556.31

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,890,872,845.48. This represents an increase of \$1,023,556.31, from \$12,889,849,289.17 to \$12,890,872,845.48.

TAS::69 5172:TAS (DOT)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 591	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007078	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Decrease: -\$11.34

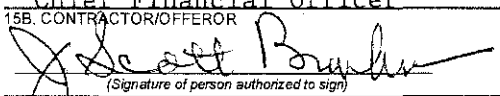
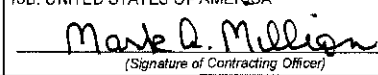
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,890,872,834.14. This represents a decrease of \$11.34, from \$12,890,872,845.48 to \$12,890,872,834.14.

TAS::86 0335:TAS (HUD)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/2/11
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2011

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF PAGES	
		1	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
592	See Block 16C	11SC007176	

6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO.
		DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13)
		10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$100,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,890,972,834.14. This represents an increase of \$100,000.00, from \$12,890,872,834.14 to \$12,890,972,834.14.

TAS::89 0251::TAS (DOE)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED
	08/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 593	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007228	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Page 2.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000), P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0331::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/08/2011

**Block 12 “ACCOUNTING AND APPROPRIATIONS DATA,” continued.**

**Funds Obligated for Recovery Act Projects:**

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment 2 to this modification.

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

- A. This modification is issued to reflect the reprogramming of \$3,023,500 of American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (from capital to operating) under the Office of Energy Efficiency and Renewable Energy project entitled “Carbon Fiber Technology Center” (Agreement #20921).
- B. The total amount of funds obligated under this contract since its inception is unchanged and remains at \$12,890,972,834.14.
- C. The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables impacted by this modification are identified in the following referenced Work Authorization (Attachment 1):

<b>Work Authorization Number</b>	<b>Work Authorization Title</b>
WA No. BA-470002-20886-10 (Revision No. 7)  (Number from Block 8 of the Work Authorization)	Carbon Fiber Technology Center (Agreement #20921)

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, (Pub. L. 111-5), and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in section E below and previous contract modifications related to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in section C above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work identified in this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.
- F. All other terms and conditions remain unchanged.

# ATTACHMENT 1

## WORK AUTHORIZATION

ARRA		U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION	
1a. Solicitation/Project Title: Carbon Fiber Technology Center		1b. Work Proposal Number (if applicable): AOP #ORNL_SOW_020210	
2. Headquarters Program Point of Contact:			
Name: Carol Schulte		Organization Code: EE-2G	Telephone No: (202) 287-5371
3. Headquarters Budget Point of Contact:			
Name: Timothy Murphy		Organization Code: EE-3B	Telephone No: (202) 566-7128
4. Responsible Program:		5. Responsible Secretarial Officer:	
Office of Energy Efficiency and Renewable Energy		Catherine Zol	
6. Responsible Field Element: Oak Ridge Operations Office			
7a. Site and Facility Management Contractor:		7b. Contractor Point of Contact:	
University of Tennessee - Bellefonte (Oak Ridge National Laboratory)		Name: Mary Rawlins 625 Ginn	Telephone No: (423) 576-4507 7317
8. Work Authorization Number:		9. Revision Number:	
BA-470002-20086-10 ✓		7 ✓	
10. Funds Authorized:			
B&R Code	Previous	Change	Current
EB3603000-05794-1005301	\$91,272,500 <del>\$41,023,500</del>	\$92,025,500 <del>\$19,950,000</del>	\$67,797,800 <del>\$34,773,500</del>
11. Performance period covered by funds:		12. Work Start Date:	13. Expected Completion Date:
From: 10/01/2009 To: 09/30/2016 <del>2015-2016</del> <sup>ARRA</sup>		10/01/2009	09/30/2010 <del>2013</del>
14. Statement of Work:			
<p>Specific Recovery Act Statement of Work <del>\$1,000,000</del> <sup>\$12,500,000</sup> is authorized for EB3603000-05794-1005301 - Lab Cell Capital equipment funding in the amount of <del>\$96,000,000</del> is authorized for EB3603000-05794-1005301 - Lab Cell Facilities. These funds are made available for Project #20086 - Carbon Fiber Technology Center. These funds are to be distributed to Agreement #20521 - Carbon Fiber Technology Center - Equipment Portion. The purpose of this action is to allow <del>\$96,000,000</del> to be identified as a major item of equipment (line #0470194). <del>The balance of more</del> <sup>ARRA</sup> <del>\$3,023,500 remaining as other capital equipment</del> funding provided in this work authorization is not approved for obligation of any type of support service contract, either as a prime or subcontract award. The laboratory recipient of the funds is responsible for reporting all funding obligations and costs to headquarters. The laboratory recipient must maintain obligations and cost data at the agreement level and the data must be made available to EERE.</p> <p>ARRA funding information:</p> <p>Fund: 05794, Appropriation: 89-09/10-0331, Allottee: 30 B&amp;R Code/Program Value: EB3603000-1005301 Project Code: 2004140 ✓</p> <p>Attachment A, Contractor Recovery Act Performance Requirements, identifies the Contractor Recovery Act Schedule of Milestones, Performance Outcomes and Measures and Deliverables for this Work Authorization. The contractor's performance against the identified requirements in Attachment A will be evaluated under the Office of EERE laboratory appraisal process.</p>			
15. Reporting Requirements (Status reports, scientific and technical information or similar):			
16. Work Authorization Program Official: <i>Carol Schulte</i>			

EERE 4/23/10

to operating for a total operating budget of \$4,773,500. EERE 4/23/10

Name (typed):	Signature:	Date:
Carl L. Schutte		
17. DOE Field Organization Official:		
Name (typed): M.G. Bamton	Signature: M.G. Bamton	Date: 8-30-2011
18. Contractor's Authorized Representative:		
Name (typed): Martin Keller	Signature: [Handwritten Signature]	Date: 8/25/11
19. DOE Contracting Officer (or delegated representative):		
Name (typed): MARK A. MILLION	Signature: Mark A. Million	Date: 8/25/11
* The work authorization number will consist of the program code, AFP code, solicitation/project ID, and the fiscal year		

RWP 8-23-11

FED 10-7150-RA AFP Sep

**Attachment A - Contractor Recovery Act Performance Requirements**

Section A: Contractor Recovery Act Schedule or Milestone Requirements:
Section B: Contractor Recovery Act Performance Outcomes and Measures:
Section C: Contractor Recovery Act Deliverables:

\* The work authorization number will consist of the program code, AFP code, solicitation/project id and the fiscal year.

**Attachment A - Contractor Recovery Act Performance Requirements**

**Section A: Contractor Recovery Act Schedule or Milestone Requirements:**

**Section B: Contractor Recovery Act Performance Outcomes and Measures:**

ORNL will continually use its established in-house quality control and project performance evaluation procedures to ensure that the conduct of this project is in consistency with the guidelines and requirements of the American Recovery and Reinvestment Act of 2009; It will continually monitor and measure the progress made for this project, taking corrective steps when needed; and will use the services of both in-house personnel and outside experts to accomplish such outcome.

**Section C: Contractor Recovery Act Deliverables:**

(CD-1: Alternative selection and cost range approval 6/30/2010) (CD-2 Performance baseline approval 11/30/2010); (CD-3 Carbon fiber and composites research building construction approval 6/30/2011); (CD-4 and project closeout 12/30/2011)

FED 10-7073-RA AFP Apr



# ATTACHMENT 2

## FINANCIAL PLAN REPORT

# Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 6, 2011 at 04:33:46

PM

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05794	ZT	1005307	39EB00000P	32001	0473188	2004140	0000000		15,928,356.27	0.00	0.00	0.00	15,928,356.27
<b>Total for Program Parent/Control Point: 39EB00000PRN10EE05000</b>										15,928,356.27	0.00	0.00	0.00	15,928,356.27
470002	05794	ZT	1004172	BM0102030	25400	0000000	2004020	0000000		388,091.55	0.00	0.00	0.00	388,091.55
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004000	0000000		904,095.96	0.00	0.00	0.00	904,095.96
470002	05794	ZT	1004173	BM0102060	25400	0000000	2004570	0000000		2,120,108.91	0.00	0.00	0.00	2,120,108.91
<b>Total for Program Parent/Control Point: BM0100000</b>										3,412,296.42	0.00	0.00	0.00	3,412,296.42
470002	05794	ZT	1004210	BT0101000	25400	0000000	2004060	0000000		4,019,011.14	0.00	0.00	0.00	4,019,011.14
470002	05794	ZT	1004212	BT0201000	25400	0000000	2004080	0000000		309,119.68	0.00	0.00	0.00	309,119.68
470002	05794	ZT	1004214	BT0301000	25400	0000000	2004100	0000000		886,370.19	0.00	0.00	0.00	886,370.19
<b>Total for Program Parent/Control Point: BT0000000</b>										5,214,501.01	0.00	0.00	0.00	5,214,501.01
470002	05794	ZT	1004248	EB2103000	25400	0000000	2004430	0000000		774,503.22	0.00	0.00	0.00	774,503.22
<b>Total for Program Parent/Control Point: EB2100000</b>										774,503.22	0.00	0.00	0.00	774,503.22
470002	05794	ZT	1004255	EB2501030	25400	0000000	2004480	0000000		39,742.68	0.00	0.00	0.00	39,742.68
<b>Total for Program Parent/Control Point: EB2500000</b>										39,742.68	0.00	0.00	0.00	39,742.68
470002	05794	ZT	1005301	EB3603000	25400	0000000	2004140	0000000		1,750,000.00	0.00	3,023,500.00	3,023,500.00	4,773,500.00
<i>AY 2009 - Work Authorization # BA-470002-20886-10 \$1,750,000 Rev 5; BA-470002-20886-10, Rev 7 moves \$3,023,500 from capital to operating. Appropriation Symbol 8909/100331</i>														
470002	05794	ZT	1005301	EB3603000	31001	0473194	2004140	0000000		29,951,009.34	0.00	0.00	0.00	29,951,009.34
470002	05794	ZT	1005301	EB3603000	31003	0000000	2004140	0000000		7,092,543.78	0.00	-3,023,500.00	-3,023,500.00	4,069,043.78
<i>AY 2009 - WAS Number: BA-470002-20842-10, \$900K; Work Authorization Number: BA-470002-20842-10, Rev 4, \$3,300K; WAS Number: BA-470002-20886-10, Rev 6 \$3,023,500; BA-470002-20886-10 Rev 7 move \$3,023,500 from capital to operating. Appropriation Symbol: 8909/100331</i>														
<b>Total for Program Parent/Control Point: EB3600000</b>										38,793,553.12	0.00	0.00	0.00	38,793,553.12
470002	05794	ZT	1004281	EB4005020	25400	0000000	2004190	0000000		2,858,210.74	0.00	0.00	0.00	2,858,210.74
470002	05794	ZT	1005101	EB4005040	25400	0000000	2004230	0000000		400,000.00	0.00	0.00	0.00	400,000.00
<b>Total for Program Parent/Control Point: EB4000000</b>										3,258,210.74	0.00	0.00	0.00	3,258,210.74
470002	05794	ZT	1005098	EB5100000	25400	0000000	2004040	0000000		389,438.42	0.00	0.00	0.00	389,438.42
470002	05794	ZT	1005098	EB5100000	25400	0473100	2004040	0000000		3,453.36	0.00	0.00	0.00	3,453.36
<b>Total for Program Parent/Control Point: EB5100000</b>										392,891.78	0.00	0.00	0.00	392,891.78
470002	05794	ZT	1004383	ED1904032	25400	0000000	2004320	0000000		11,054,978.44	0.00	0.00	0.00	11,054,978.44
470002	05794	ZT	1004383	ED1904032	31003	0000000	2004320	0000000		2,101,601.78	0.00	0.00	0.00	2,101,601.78
470002	05794	ZT	1004393	ED1907010	25400	0000000	2004310	0000000		40,723.50	0.00	0.00	0.00	40,723.50
470002	05794	ZT	1004397	ED1907042	25400	0000000	2004310	0000000		1,068,783.51	0.00	0.00	0.00	1,068,783.51
470002	05794	ZT	1004889	ED1908000	25400	0000000	2004320	0000000		2,926,676.62	0.00	0.00	0.00	2,926,676.62
<b>Total for Program Parent/Control Point: ED0000000</b>										17,192,763.85	0.00	0.00	0.00	17,192,763.85

## Financial Plan Report - Detail

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
470002	05794	ZT	1004578	EL1702010	25400	0000000	2004160	0000000		113,865.16	0.00	0.00	0.00	113,865.16
470002	05794	ZT	1004580	EL1703010	25400	0000000	2004160	0000000		3,591.19	0.00	0.00	0.00	3,591.19
470002	05794	ZT	1004582	EL1704000	25400	0000000	2004160	0000000		1.23	0.00	0.00	0.00	1.23
Total for Program Parent/Control Point: EL1700000										117,457.58	0.00	0.00	0.00	117,457.58
470002	05794	ZT	1005113	WI1100000	25400	0000000	2004380	0000000		357,780.66	0.00	0.00	0.00	357,780.66
Total for Program Parent/Control Point: WI1100000										357,780.66	0.00	0.00	0.00	357,780.66
Total for Fund Type: ZT										85,482,057.33	0.00	0.00	0.00	85,482,057.33
470002	05796	ZV	1005116	WI1001020	25400	0000000	2004350	0000000		11,674,761.84	0.00	0.00	0.00	11,674,761.84
Total for Program Parent/Control Point: WI1001000										11,674,761.84	0.00	0.00	0.00	11,674,761.84
Total for Fund Type: ZV										11,674,761.84	0.00	0.00	0.00	11,674,761.84
470002	05797	ZW	1004760	WI0702000	25400	0000000	2004360	0000000		30,300,947.60	0.00	0.00	0.00	30,300,947.60
Total for Program Parent/Control Point: WI0702000										30,300,947.60	0.00	0.00	0.00	30,300,947.60
Total for Fund Type: ZW										30,300,947.60	0.00	0.00	0.00	30,300,947.60
470002	05798	ZX	1004902	WI0302000	25400	0000000	2004370	0000000		10,756,224.83	0.00	0.00	0.00	10,756,224.83
Total for Program Parent/Control Point: WI0300000										10,756,224.83	0.00	0.00	0.00	10,756,224.83
Total for Fund Type: ZX										10,756,224.83	0.00	0.00	0.00	10,756,224.83
Total for Recipient Code: OR										138,213,991.60	0.00	0.00	0.00	138,213,991.60
Total for Reporting Entity: 470002										138,213,991.60	0.00	0.00	0.00	138,213,991.60
Total for OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)										138,213,991.60	0.00	0.00	0.00	138,213,991.60

Financial Plan Number: 1

Fiscal Year: 2011

Fiscal Month: 12

Contract Modification Number: \*\* No MOD \*\*

Rpt Entity: OR OR3/OR4 - Oak Ridge National Lab, X-10, UT-Batelle

## Financial Plan Report - Detail

Site: OR

Page 3 of 3

Report: RFP0001

OR22725 - UT-BATTELLE (RECOVERY ACT - 8909/100331)

Report Generated on: September 6, 2011 at 04:33:46 PM

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	0.00
Grand Total:	0.00
Total Non-Appropriated Funds:	0.00

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### *TAS Sub-Report*

**DOE and Non-Appropriated Funding:** 8909/100331

**Reimbursable Funding:**

No Reimbursable Funding Exists

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   2	
2. AMENDMENT/MODIFICATION NO. 594		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11SC007304	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE 00518		7. ADMINISTERED BY (if other than Item 6) CODE 00518	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)



13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.161, P.L. 111-5 and P.L. 95-91

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
 The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
 Recovery TAS::89 0335::TAS

See Page 2.  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) J. S. Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/14/11
16B. UNITED STATES OF AMERICA *	16C. DATE SIGNED  (Signature of Contracting Officer) 9/14/11

This modification is issued to reflect definitization of negotiations on the Contractor's proposal entitled "4500 Area Gaseous System Reconfiguration and Stabilization Project," dated October 22, 2010. On March 10, 2011, the proposal was supplemented with additional information supporting the Contractor's request for additional fee. In accordance with the "Changes" clause in the contract, DOE and the Contractor mutually agree that this work represents a material increase in the level of the Contractor's management effort under the contract; therefore, the Contractor is due an equitable fee for such additional services. The total estimated cost agreed to by the parties during negotiations, including fee but exclusive of management reserve, is \$9,573,048.

Therefore, the contract is modified as follows:

1. The third paragraph of clause **B-2, Fixed Fee**, is deleted in its entirety and replaced as follows:

"The fixed fee amounts agreed to by DOE and the Contractor are as follows:

- 1) \$400,000 for the project entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" (funds obligated under WA No. FD/04019/OR/41);
- 2) \$378,000 for the project entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" (funds obligated under WA No. FE/01019/OR/41);
- 3) \$123,657 for the project entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", (funds obligated under WA No. FE/01010/OR/41); and
- 4) \$267,518 for the project entitled "4500 Area Gaseous System Reconfiguration and Stabilization Project," (funds obligated under WA No. FE/01010/OR/41)."

2. All other terms and conditions other than those specified in this modification remain unchanged.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Proposal entitled "4500 Area Gaseous System Reconfiguration and Stabilization Project," dated October 22, 2010, the Contractor hereby releases the Government from any and all liability for further equitable adjustments in fixed fee attributable to such facts or circumstances giving rise to the Proposal.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 595	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$64,487,802.91
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,955,460,637.05. This represents an increase of \$64,487,802.91, from \$12,890,972,834.14 to \$12,955,460,637.05.  DOE Appropriated and Non-Appropriated Funding: Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$20,369,182.02. Cumulative obligations of NAF since Modification 234 are \$236,405,764.22. FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million	09/29/2011	
		(Signature of Contracting Officer)		

2. AMENDMENT/MODIFICATION NO. 596	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE	CODE 00518

U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231	(X)	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)
CODE    099114287      FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R2725  10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)      Net Increase:      \$93,825.24

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,955,554,462.29. This represents an increase of \$93,825.24, from \$12,955,460,637.05 to \$12,955,554,462.29.

TAS::12 1600:TAS (Agriculture)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mark A. Million</i>	16C. DATE SIGNED 09/29/2011
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 597	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,183,247.63

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,965,737,709.92. This represents an increase of \$10,183,247.63, from \$12,955,554,462.29 to \$12,965,737,709.92.

TAS::21 2020:TAS (DOD)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 598	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)	
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$12,037,281.55
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,977,774,991.47. This represents an increase of \$12,037,281.55, from \$12,965,737,709.92 to \$12,977,774,991.47.				
TAS::75 8393:TAS (DHHS)		FOB: Destination		
Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/30/2011	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 599	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,901,188.93


13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970-5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,979,676,180.40. This represents an increase of \$1,901,188.93, from \$12,977,774,991.47 to \$12,979,676,180.40.

TAS::70 0860:TAS (DHS)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 09/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
600	See Block 16C	11SC007476	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13)	
		10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items B and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$48,543.69

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,979,724,724.09. This represents an increase of \$48,543.69, from \$12,979,676,180.40 to \$12,979,724,724.09.

TAS::80 0114:TAS (NASA)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Mark A. Million
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	Mark A. Million (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	09/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO. 601	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287		FACILITY CODE		9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$4,839,833.31
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,984,564,557.40. This represents an increase of \$4,839,833.31, from \$12,979,724,724.09 to \$12,984,564,557.40.				
TAS::31 0200:TAS (NRC).				
FOB: Destination				
Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million	09/30/2011	
		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
602	See Block 16C	11SC007476		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.		
UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	10/18/1999		
099114287				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$943,287.50	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,985,507,844.90. This represents an increase of \$943,287.50, from \$12,984,564,557.40 to \$12,985,507,844.90.				
TAS::11 1075:TAS (STATE) FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million	09/30/2011	
		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 603	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,233,009.71

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,986,740,854.61. This represents an increase of \$1,233,009.71, from \$12,985,507,844.90 to \$12,986,740,854.61.

TAS::69 8083:TAS (Transportation)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. 604		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable) 1 1	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 099114287		FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$1,161,033.01	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
X	970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,987,901,887.62. This represents an increase of \$1,161,033.01, from \$12,986,740,854.61 to \$12,987,901,887.62.					
TAS::68 0108:TAS (EPA) FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Mark A. Million			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. DATE SIGNED 09/30/2011	



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 605	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$310,679.61
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,988,212,567.23. This represents an increase of \$310,679.61, from \$12,987,901,887.62 to \$12,988,212,567.23.				
TAS::14 0804:TAS (INTERIOR) FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	09/30/2011	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 606	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.		
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725		
		10B. DATED (SEE ITEM 13) 10/18/1999		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$402.87

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,988,212,164.36. This represents a decrease of \$402.87 from \$12,988,212,567.23 to \$12,988,212,164.36.

TAS::91 0800:TAS (EDUCATION)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 607	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11SC007476	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$30,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$12,988,242,164.36. This represents an increase of \$30,000.00, from \$12,988,212,164.36 to \$12,988,242,164.36.

TAS::13 1450:TAS (COMMERCE)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 608	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000037	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

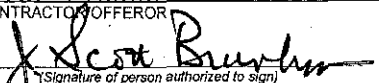
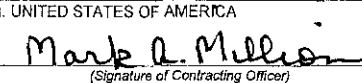
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-46 attached hereto. Requirement Change Notice No. OR-46 includes those directives which have been accepted through August 31, 2011.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 10-7-11	16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 10/11/11

DOE Form  
(04/1991)

RCN No. OR-46

## U.S. Department of Energy REQUIREMENTS CHANGE NOTICE

Page 1 of 10

PROJECT: Contract Baseline Documentation

LOCATION: Oak Ridge, Tennessee

CONTRACTOR: UT-Battelle, LLC

CONTRACT NO.: DE-AC05-00OR22725, Clause I-124, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2

DATE OF CONTRACT: April 1, 2010

This Requirements Change Notice (RCN) No. OR-46 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from specific WSS sets. ES&H-related directives in WSS sets have an ES&H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:

### EXECUTIVE SUMMARY OF DIRECTIVE CHANGES

**ADDITIONS:**

DOE O 205.1B	DOE O 210.2A	DOE O 350.2B	DOE O 414.1D
DOE O 426.2	DOE O 430.1B, Chg. 2	DOE M 435.1-1, Adm. Chg. 2	DOE O 436.1
DOE O 440.2C, Adm. Chg. 1	DOE O 443.1B	DOE O 456.1	DOE O 471.6
DOE O 473.3			

**DELETIONS:**

DOE M 205.1-4, Rev. 1	DOE M 205.1-5	DOE M 205.1-6	DOE M 205.1-7
DOE M 205.1-8	DOE O 205.1A	DOE O 210.2	DOE O 350.2A
DOE O 414.1C	DOE O 430.1B	DOE O 430.2B	DOE M 435.1-1, Chg. 1
DOE O 440.2B, Chg. 1	DOE O 443.1A	DOE O 450.1A	DOE M 450.4-1
DOE N 456.1	DOE M 470.4-4A, Chg. 1	DOE O 5480.20A, Chg. 1	

**EXTENSIONS:**

**UPDATES:**

WSS Set 1, Change 74	WSS Set 1, Change 75	WSS Set 1, Change 76	WSS Set 1, Change 77
WSS Set 1, Change, 78	WSS Set 2, Change 24	WSS Set 4, Change 23	WSS Set 5, Change 22
WSS Set 7, Change 23	WSS Set 10, Change 26		

**IMPLEMENTATION PLANS (REVISED COMPLIANCE/EXEMPTION REQUEST STATUS):**

DOE O 142.3A, Implementation Plan, approved  
DOE O 205.1B, Implementation Plan, to be submitted  
DOE M 205.1-4, Revision 1, Implementation Plan, closed  
DOE O 413.3B, Implementation Plan, approved  
DOE O 426.2, Implementation Plan, to be submitted  
DOE O 426.2, Exemption Request, submitted  
DOE M 470.4-2A, Revision 1, Implementation Plan, submitted  
DOE O 473.3, Implementation Plan, to be submitted

**ADMINISTRATIVE CORRECTION:**

DOE O 420.1B - Removed "Exemption Request: Submitted" Line  
DOE-STD-1090-2007 - Removed listing of exceptions; changed to "DOE-STD-1090-2007 with exceptions"

DOE AUTHORIZING SIGNATURE:

DATE:

*M. J. Brantley*  
Johnny O. Moore, Contracting Officer's Representative

9-29-2011

**Summary of Changes for RCN-46  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 142.3A	Unclassified Foreign Visits and Assignments Program	Implementation Plan, Modified, Approved by DOE on 08/29/2011	ORNL Letter 07/07/2011 ORO Approval 08/29/2011
DOE O 205.1A	Department of Energy Cyber Security Management Program	Deletion	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE O 205.1B	Department of Energy Cyber Security Program	Addition Implementation Plan to be submitted to DOE upon issuance of Senior DOE Management Risk Management Approach Implementation Plan.	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE M 205.1-4, Rev. 1	National Security System Manual	Deletion Implementation Plan approved for closure on 07/26/2011	ORNL Letter 06/15/2011 ORNL Letter 07/07/2011 ORO approval 07/26/2011
DOE M 205.1-5	Cyber Security Process Requirements Manual	Deletion	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE M 205.1-6	Media Sanitization Manual	Deletion	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE M 205.1-7	Security Controls for Unclassified Information Systems Manual	Deletion	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE M 205.1-8	Cyber Security Incident Manual	Deletion	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE O 210.2	DOE Corporate Operating Experience Program	Deletion	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE O 210.2A	DOE Corporate Operating Experience Program	Addition	ORO Letter 06/15/2011 ORNL Letter 07/11/2011
DOE O 350.2A	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC Area	Deletion	ORO Letter 07/12/2011 ORNL Letter 08/04/2011
DOE O 350.2B	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC Area	Addition	ORO Letter 07/12/2011 ORNL Letter 08/04/2011
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets	Implementation Plan approved by DOE on 08/12/2011	ORNL Letter 06/16/2011 ORO Approval 08/12/2011
DOE O 414.1C	Quality Assurance	Deletion	ORO Letter 05/23/2011 ORNL Letter 06/16/2011
DOE O 414.1D	Quality Assurance	Addition WSS Set 1, Change 74	ORO Letter 05/23/2011 ORNL Letter 06/16/2011

**Summary of Changes for RCN-46  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 420.1B	Exemption Request for DOE Central Technical Authority	Removal of Exemption Request	ORO Letter 06/13/2011
DOE O 426.2	Personnel Selection, Training Qualification, and Certification Requirements for DOE Nuclear Facilities	Addition WSS Set 2, Change 24 WSS Set 4, Change 23 WSS Set 5, Change 22 WSS Set 7, Change 23 WSS Set 10, Change 26 Implementation Plan due to DOE by 12/07/2011 Exemption Request Submitted to DOE for CTA approval on 08/18/2011	ORO Letter 05/18/2010 ORNL Letter 06/04/2010 ORNL Letter 08/13/2010 ORO Letter 08/08/2011 ORNL Letter 08/18/2011
DOE O 430.1B	Real Property Asset Management	Deletion	ORO Letter 05/12/2011 ORNL Letter 06/07/2011
DOE O 430.1B, Change 2	Real Property Asset Management	Addition	ORO Letter 05/12/2011 ORNL Letter 06/07/2011
DOE O 430.2B	Departmental Energy, Renewable Energy and Transportation Management	Deletion	ORO Letter 07/26/2011 ORNL Letter 08/25/2011
DOE M 435.1-1, Adm. Change 1	Radioactive Waste Management Manual	Deletion	ORO Letter 06/28/2011 ORNL Letter 07/20/2011
DOE M 435.1-1, Adm. Change 2	Radioactive Waste Management Manual	Addition WSS Set 1, Change 75	ORO Letter 06/28/2011 ORNL Letter 07/20/2011
DOE O 436.1	Departmental Sustainability	Addition	ORO Letter 07/26/2011 ORNL Letter 08/25/2011
DOE O 440.2B, Change 1	Aviation Management and Safety	Deletion	ORO Letter 07/12/2011 ORNL Letter 08/10/2011
DOE O 440.2C, Adm. Chg. 1	Aviation Management and Safety	Addition WSS Set 1, Change 77	ORO Letter 07/12/2011 ORNL Letter 08/10/2011
DOE O 443.1A	Protection of Human Subjects	Deletion	ORO Letter 05/25/2011 ORNL Letter 06/22/2011
DOE O 443.1B	Protection of Human Subjects	Additional	ORO Letter 05/25/2011 ORNL Letter 06/22/2011
DOE O 450.1A	Environmental Protection Program	Deletion WSS Set 1, Change 78	ORO Letter 07/26/2011 ORNL Letter 08/25/2011
DOE O 450.2	Integrated Safety Management	Deletion of DOE M 450.4-1	ORO Letter 08/02/2011
DOE N 456.1	The Safe Handling of Unbound Engineered Nanoparticles	Deletion	ORO Letter 07/12/2011 ORNL Letter 07/27/2011
DOE O 456.1	The Safe Handling of Unbound Engineered Nanoparticles	Addition WSS Set 1, Change 76	ORO Letter 07/12/2011 ORNL Letter 07/27/2011
DOE M 470.4-2A	Physical Protection	Implementation Plan submitted to DOE for	ORO Letter 07/26/2011 ORNL Letter 08/18/2011

**Summary of Changes for RCN-46  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
		Closure on 08/18/2011	
DOE M 470.4-4A, Change 1	Information Security	Deletion	ORO Letter 07/26/2011 ORNL Letter 08/18/2011
DOE O 471.6	Information Security	Addition	ORO Letter 07/26/2011 ORNL Letter 08/18/2011
DOE O 473.3	Protection Program Operations	Addition Implementation Plan to be submitted to DOE by 11/23/2011	ORO Letter 07/26/2011 ORNL Letter 08/19/2011
DOE O 5480.20A, Change 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	Deletion WSS Set 2, Change 24 WSS Set 4, Change 23 WSS Set 5, Change 22 WSS Set 7, Change 23 WSS Set 10, Change 26	ORO Letter 05/18/2010 ORNL Letter 06/4/2010 ORNL Letter 08/13/2010 ORO Letter 08/08/2011



Appendix E  
 Baseline List of  
 Required Compliance Documents  
 List B - List of Applicable Directives

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 130.1	09/29/1995	Budget Formulation		
DOE O 142.1	01/13/2004	Classified Visits Involving Foreign Nationals		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3A	10/14/2010	Unclassified Foreign Visits and Assignments Program		
<b>Compliance Line: Implementation Plan, Modified, approved by DOE on 08/29/2011.</b>				
DOE O 150.1	05/08/2008	Continuity Programs		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
<b>DOE O 205.1B</b>	<b>05/16/2011</b>	<b>Department of Energy Cyber Security Program</b>		
<b>Compliance Line: Implementation Plan to be submitted to DOE upon issuance of Senior DOE Management Risk Management Approach Implementation Plan.</b>				
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
Compliance Line: Implementation Plan approved by DOE on 10/26/2009.				
DOE N 206.4	06/29/2007	Personal Identity Verification		
<b>DOE O 210.2A</b>	<b>04/08/2011</b>	<b>DOE Corporate Operating Experience Program</b>		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1B	03/04/2011	Accident Investigations		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
DOE N 234.1	02/27/2008	Reporting of Radioactive Sealed Sources		ES&H-related Directive included in WSS. See Footnote (1). Expiration date extended to 05/06/2011 by DOE N 251.86.

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 241.1B	12/13/2010	Scientific and Technical Information Management		
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revised, Revision 2, approved by DOE on 05/19/2011.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1A	02/23/2011	Technical Standards Program		
DOE O 313.1	11/19/2009	Management and Funding of the Department's Overseas Presence		See Footnote (2)
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 3	02/23/2010	Contractor Human Resource Management Programs		
<b>DOE O 350.2B</b>	<b>05/31/2011</b>	<b>Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area</b>		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B, Administrative Change 1	01/31/2011	Laboratory Directed Research and Development		
DOE O 413.3B	11/29/2010	Program and Project Management for the Acquisition of Capital Assets		
<b>Compliance Line: Implementation Plan, approved by DOE on 08/12/2011.</b>				
<b>DOE O 414.1D</b>	<b>05/23/2011</b>	<b>Quality Assurance</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.2B	07/23/2004	Safety of Accelerator Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 422.1	06/29/2010	Conduct of Operations		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, submitted to DOE on 04/25/2011				
DOE O 425.1D	04/16/2010	Verification of Readiness to Start Up or Restart Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, approved by DOE on 11/04/2010.				
<b>DOE O 426.2</b>	<b>04/21/2010</b>	<b>Personnel Selection, Training, Qualification, and</b>		<b>ES&amp;H-related Directive included in</b>

Appendix E  
 Baseline List of  
 Required Compliance Documents  
 List B - List of Applicable Directives

<b>DOE Directives may be found at the following address:</b>				
<a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
		Certification Requirements for DOE Nuclear Facilities		WSS. See Footnote (1).
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 12/07/2011.</b>				
<b>Exemption Line: Submitted to DOE for CTA approval on 08/18/2011 per DOE O 410.1.</b>				
DOE O 430.1B, Change 2	04/25/2011	Real Property Asset Management		
DOE O 433.1B	04/21/2010	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 435.1-1, Administrative Change 2	06/08/2011	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 436.1	05/02/2011	Departmental Sustainability		
DOE O 440.2C, Administrative Change 1	06/22/2011	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE M 442.1-1	11/16/2006	Differing Professional Opinions Manual for Technical		
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
DOE O 443.1B	03/17/2011	Protection of Human Subjects		
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE O 456.1	05/31/2011	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 460.1C	05/14/2010	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.2B	10/31/2002	Independent Oversight and Performance Assurance Program		
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-1, Change 2	10/20/2010	Safeguards and Security Program Planning and Management		
DOE M 470.4-2A	07/23/2009	Physical Protection		
<b>Compliance Line: Implementation Plan, Revision 1, submitted to DOE for closure on 08/18/2011.</b>				
DOE M 470.4-5	08/26/2005	Personnel Security		
DOE M 470.4-6, Change 1	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	

Appendix E  
 Baseline List of  
 Required Compliance Documents  
 List B - List of Applicable Directives

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1, Administrative Change 1	01/13/2011	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3, Administrative Change 1	01/13/2011	Identifying and Protecting Official Use Only Information		
DOE O 471.5	03/29/2011	Special Access Programs (Official Use Only)		
<b>DOE O 471.6</b>	<b>06/20/2011</b>	<b>Information Security</b>		
<b>DOE O 473.3</b>	<b>06/27/2011</b>	<b>Protection Program Operations</b>		
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 11/23/2011.</b>				
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2A	02/01/2011	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1, Administrative Change 1	03/14/2011	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
DOE O 1450.4	11/12/1992	Consensual Listening-In To Or Recording Telephone/Radio Conversations		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5400.5	02/08/1990	Radiation Protection of the Public and the Environment		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		

Appendix E  
 Baseline List of  
 Required Compliance Documents  
 List B - List of Applicable Directives

<b>DOE Directives may be found at the following address:</b> <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>Required Compliance Document</b>	<b>Document Date</b>	<b>Title</b>	<b>Through Change</b>	<b>Notes and Comments</b>
DOE-STD-1090-2007 with exceptions	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, Revision 1, approved by DOE on 11/30/2006.				

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>Work Smart Standards (WSS) Sets may be found at the following address:</b> <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	74 06/16/2011 75 07/20/2011 76 07/27/2011 77 08/10/2011 78 08/25/2011	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	24 08/08/2011	
WSS Set 3	09/30/1996	Accelerator Facilities	4 01/21/2011	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	23 08/08/2011	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	22 08/08/2011	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	23 08/08/2011	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	11 01/21/2011	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	26 08/08/2011	
WSS Set 13	04/18/2003	Spallation Neutron Source	4 01/21/2011	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 609		3. EFFECTIVE DATE 10/26/2011	4. REQUISITION/PURCHASE REQ. NO. 12SC000487	5. PROJECT NO. (If applicable) 1 1
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831		CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
			10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$111,878,567.85
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,100,120,732.21. This represents an increase of \$111,878,567.85, from \$12,988,242,164.36 to \$13,100,120,732.21.				
DOE Appropriated and Non-Appropriated Funding: Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$2,340,617.76. Cumulative obligations of NAF since Modification 234 are \$238,746,381.98.				
FOB: Destination				
Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million	10/26/2011	
		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO. 610	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000487	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$418,436.79

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,100,539,169.00. This represents an increase of \$418,436.79, from \$13,100,120,732.21 to \$13,100,539,169.00.

TAS::97 0400:TAS (DOD)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	10/26/2011



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO. 611	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000487	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$479,953.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,101,019,122.00. This represents an increase of \$479,953.00, from \$13,100,539,169.00 to \$13,101,019,122.00.

TAS::75 0851:TAS (DHHS)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	10/26/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 612	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000487	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$283,495.15	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,101,302,617.15. This represents an increase of \$283,495.15, from \$13,101,019,122.00 to \$13,101,302,617.15.				
TAS::31 0200:TAS (NRC) FOB: Destination Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 10/26/2011	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 613	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000487	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$774,258.52

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,102,076,875.67. This represents an increase of \$774,258.52, from \$13,101,302,617.15 to \$13,102,076,875.67.

TAS::72 1037:TAS (State)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Mark A. Million	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	10/26/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   2	
2. AMENDMENT/MODIFICATION NO. 614		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 12SC000677	
6. ISSUED BY		CODE 00518		5. PROJECT NO. (If applicable)	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231				(x) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
				10B. DATED (SEE ITEM 13) 10/18/1999	
CODE 099114287		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.161, P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

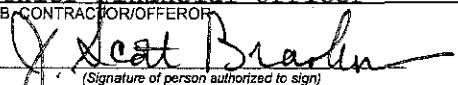
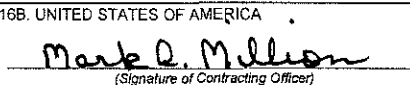
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).  
Recovery TAS::89 0253::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 11-10-11		16C. DATE SIGNED 11/15/11	

This modification is issued to reflect definitization of negotiations on the Contractor's proposal entitled "Legacy Material Removal in Selected Facilities in Isotope Row," dated January 20, 2011. In accordance with the "Changes" clause in the contract, DOE and the Contractor mutually agree that this work represents a material increase in the level of the Contractor's management effort under the contract; therefore, the Contractor is due an equitable fee for such additional services. The total estimated cost agreed to by the parties during negotiations, including fee but exclusive of management reserve, is \$1,942,834.

Therefore, the contract is modified as follows:

1. The third paragraph of clause **B-2, Fixed Fee**, is deleted in its entirety and replaced as follows:

"The fixed fee amounts agreed to by DOE and the Contractor are as follows:

- 1) \$400,000 for the project entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" (funds obligated under WA No. FD/04019/OR/41);
- 2) \$378,000 for the project entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" (funds obligated under WA No. FE/01019/OR/41);
- 3) \$123,657 for the project entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", (funds obligated under WA No. FE/01010/OR/41);
- 4) \$267,518 for the project entitled "4500 Area Gaseous System Reconfiguration and Stabilization Project," (funds obligated under WA No. FE/01010/OR/41); and
- 5) \$52,334 for the project entitled "Legacy Material Removal in Selected Facilities in Isotope Row" (funds obligated under WA No. FD/04010/OR/41)."

2. All other terms and conditions other than those specified in this modification remain unchanged.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Proposal entitled "Legacy Material Removal in Selected Facilities in Isotope Row," dated January 20, 2011, the Contractor hereby releases the Government from any and all liability for further equitable adjustments in fixed fee attributable to such facts or circumstances giving rise to the Proposal.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5
2. AMENDMENT/MODIFICATION NO. 615	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000719	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) OAK RIDGE U.S. Department of Energy P.O. Box 2001 OAK RIDGE TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R2725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.

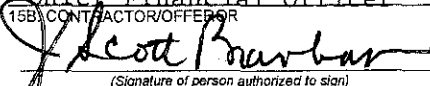
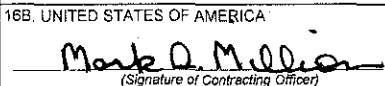
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/11
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/11

The purpose of this modification is to: 1) incorporate into Section H of the contract the clause entitled "STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION", and 2) modify clause I.128, "970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) - ALTERNATE II and ALTERNATE III (DEC 2000)" to replace Alternate III with Alternate IV language. All other terms and conditions other than those specified in this modification remain unchanged

Therefore, the contract is modified as follows:

1. Clause H-35, STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION, is hereby incorporated into the contract as follows:

**H-35 STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION**

- (a) Use of objective standards of performance, self-assessment and performance evaluation:

- (1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory management. The performance-based management approach will include the use of objective performance goals and indicators, agreed to in advance of each performance evaluation period, as standards against which the Contractor's overall performance of the scientific and technical mission obligations under this Contract will be assessed. The performance criteria will be limited in number and focus on results to drive improved performance and increased effective and efficient management of the Laboratory.
- (2) The Parties agree to utilize the process described within Part III, Section J, Appendix G - "Performance Evaluation and Measurement Plan" (PEMP) to evaluate the performance of the Laboratory. The Parties further agree that the evaluation process described in Appendix G will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.
- (3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as the principal means of determining its compliance with the Contract Statement of Work and performance indicators identified within Part III, Section J, Appendix G. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organization, as appropriate, in the self-assessment process. This work includes, but is not limited to, the development and execution of self-

assessments and the utilization of the results for continuous improvement.

- (4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Appendix G. The Contractor shall provide a formal status briefing at mid-year and year-end. Specific due dates and formats for the above-mentioned briefings shall be agreed to by the Laboratory Director and the DOE Oak Ridge National Laboratory Site Office Manager.
- (5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this Contract. The Office of Science, through the DOE Oak Ridge National Laboratory Site Office Manager, has the lead responsibility for oversight of the programs and activities conducted by the Contractor.
- (6) The Contracting Officer shall annually provide a written assessment of the Laboratory's performance to the Contractor, which shall be based upon the process described in Appendix G. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating. The Contractor's self-assessment results, to include results of any third party reviews which may have been conducted during the evaluation period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Appendix G that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., Office of Inspector General (OIG), Government Accountability Office (GAO), Defense Contract Audit Agency (DCAA), etc.) conducted throughout the year, annual reviews (if needed), and DOE "for cause" reviews. Contractor success in meeting or exceeding performance expectations in a particular management or operations functional area may be rewarded with less frequent – or no – review of the functional area. Conversely, marginal performance or "for cause" situations may result in more frequent reviews.



(b) Standards of performance measure review:

- (1) The Parties agree to review the PEMP elements (goals, objectives, performance indicators, and expected levels of performance) contained in Appendix G annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the goals, objectives, performance indicators, and expected levels of performance for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new goals, objectives, performance indicators and expected levels of performance and/or to modify and/or delete existing goals, objectives, performance indicators, and expected levels of performance. It is expected that the goals, objectives, performance indicators, and expected levels of performance will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may agree warrant recognition in the performance-based integrated management approach.
- (2) Failure to include an objective or performance indicator in the contract Appendix G does not eliminate the Contractor's obligation to comply with all applicable terms and conditions as set forth elsewhere within the contract.
- (3) In the event the Contracting Officer decides to exercise the rights set forth in paragraphs (a)(6) or (b)(1) above, he/she will notify the Contractor, in writing, of the intended decision ten days prior to issuance.

(c) DOE Quality Assurance Surveillance Plan

DOE's Quality Assurance Surveillance Plan (QASP) for evaluating the Contractor's performance under the contract shall consist primarily of the PEMP as called for within the Part II, Section I (I.120 DEAR 970.5203-1). The QASP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations and acceptable quality levels for each task, describes how performance will be monitored and measured; describes how the results will be evaluated; and states how the results will affect contract payment.

2. Clause I.128, 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) - ALTERNATE II and ALTERNATE III (DEC 2000), of the contract is hereby modified to remove Alternate III, paragraph (f) and replace it with Alternate IV, paragraph (f) as follows:

“(f) Contractor self-assessment. Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within 45 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.”

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 616	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000851	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	10B. DATED (SEE ITEM 13) 10/18/1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$67,776,160.45	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,169,853,036.12. This represents an increase of \$67,776,160.45, from \$13,102,076,875.67 to \$13,169,853,036.12.				
DOE Appropriated and Non-Appropriated Funding: Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$1,650,339.58. Cumulative obligations of NAF since Modification 234 are \$240,396,721.56.				
FOB: Destination				
Period of Performance: 04/01/2000 to 03/31/2015				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Mark A. Million		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Mark A. Million (Signature of Contracting Officer)	11/28/2011	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 617		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000851	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,130,774.44

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,171,983,810.56. This represents an increase of \$2,130,774.44, from \$13,169,853,036.12 to \$13,171,983,810.56.

TAS::21 2040:TAS (DOD)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 11/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 618	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000851	5. PROJECT NO. (If applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$559,805.83

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,172,543,616.39. This represents an increase of \$559,805.83, from \$13,171,983,810.56 to \$13,172,543,616.39.

TAS::31 0200:TAS (NRC)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	15C. DATE SIGNED 11/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 619	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000851	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,798,543.69

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91
E. IMPORTANT:	Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,176,342,160.08. This represents an increase of \$3,798,543.69, from \$13,172,543,616.39 to \$13,176,342,160.08.

TAS::80 0112:TAS (NASA)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED 11/28/2011

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 620		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000851	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$776,699.03

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$13,177,118,859.11. This represents an increase of \$776,699.03, from \$13,176,342,160.08 to \$13,177,118,859.11.

TAS::72 1037:TAS (STATE)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 11/28/2011

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 621	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC000989	5. PROJECT NO. (if applicable)
6. ISSUED BY OAK RIDGE U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATELLE, LLC Attn: Quinn Windham, Director Prime Contract Administration Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H-51, Clause I.161, P.L. 111-5 and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

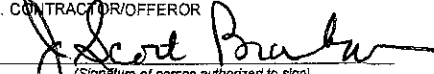
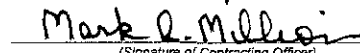
MANAGEMENT AND OPERATION OF THE OAK RIDGE NATIONAL LABORATORY  
The administrative office (administrative contracting activity) for this award/modification is 00005. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recovery TAS::89 0335::TAS

See Page 2.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12-7-11
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/7/11



This modification is issued to reflect definitization of negotiations on the Contractor's proposal entitled "Soil and Slab Characterization and Removal," dated March 10, 2011. In accordance with the "Changes" clause in the contract, DOE and the Contractor mutually agree that this work represents a material increase in the level of the Contractor's management effort under the contract; therefore, the Contractor is due an equitable fee for such additional services. The total estimated cost agreed to by the parties during negotiations, including fee but exclusive of management reserve, is \$3,718,209.

Therefore, the contract is modified as follows:

1. The third paragraph of clause **B-2, Fixed Fee**, is deleted in its entirety and replaced as follows:

"The fixed fee amounts agreed to by DOE and the Contractor are as follows:

- 1) \$400,000 for the project entitled "Demolition of the Wooden Superstructure for Facilities 3026 C and D at the Oak Ridge National Laboratory" (funds obligated under WA No. FD/04019/OR/41);
- 2) \$378,000 for the project entitled "Demolition of the 2000 Complex Facilities Project at the Oak Ridge National Laboratory" (funds obligated under WA No. FE/01019/OR/41);
- 3) \$123,657 for the project entitled "Removal and Disposition of Certain Legacy Materials from 9204-3", (funds obligated under WA No. FE/01010/OR/41);
- 4) \$267,518 for the project entitled "4500 Area Gaseous System Reconfiguration and Stabilization Project," (funds obligated under WA No. FE/01010/OR/41);
- 5) \$52,334 for the project entitled "Legacy Material Removal in Selected Facilities in Isotope Row" (funds obligated under WA No. FD/04010/OR/41); and
- 6) \$100,609 for the project entitled "Soil and Slab Characterization and Removal" (funds obligated under WA No. FE/01010/OR/41)."

2. All other terms and conditions other than those specified in this modification remain unchanged.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Proposal entitled "Soil and Slab Characterization and Removal," dated March 10, 2011, the Contractor hereby releases the Government from any and all liability for further equitable adjustments in fixed fee attributable to such facts or circumstances giving rise to the Proposal.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

631

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

12SC001317

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

00518

7. ADMINISTERED BY (If other than Item 6)

CODE

00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

UT-BATTELLE, LLC  
Attn: Michael J. Frieze  
Prime Contract Administration  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

DE-AC05-000R2725

10B. DATED (SEE ITEM 13)

10/18/1999

CODE 099114287

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Appendix E by incorporating Requirement Change Notice No. OR-47 attached hereto. Requirement Change Notice No. OR-47 includes those directives which have been accepted through November 30, 2011.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

J. Scott Branham  
Chief Financial Officer

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark A. Million

15B. CONTRACTOR/OFFEROR

*J. Scott Branham*  
(Signature of person authorized to sign)

15C. DATE SIGNED


1/4/12

16B. UNITED STATES OF AMERICA

*Mark A. Million*  
(Signature of Contracting Officer)

16C. DATE SIGNED

1/9/12

DOE Form (04/1991)		RCN No. OR-47	
<b>U.S. Department of Energy REQUIREMENTS CHANGE NOTICE</b>		Page 1 of 8	
PROJECT: Contract Baseline Documentation		LOCATION: Oak Ridge, Tennessee	
CONTRACTOR: UT-Battelle, LLC			
CONTRACT NO.: DE-AC05-00OR22725, Clause I-124, Laws, Regulations, and DOE Directives (DEC 2000), DEAR 970.5204-2		DATE OF CONTRACT: April 1, 2010	
<p>This Requirements Change Notice (RCN) No. OR-47 incorporates into Appendix E, Contract No. DE-AC05-00OR22725, the attached list of applicable documents, which have been assessed against the terms and conditions of the subject contract in accordance with the above-referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&amp;H) requirements. Information regarding ES&amp;H-related directives and their applicability can only be obtained from specific WSS sets. ES&amp;H-related directives in WSS sets have an ES&amp;H footnote. Changes to Appendix E are indicated by bold type. Below is a list of the directives incorporated herein:</p>			
<b><u>EXECUTIVE SUMMARY OF DIRECTIVE CHANGES</u></b>			
<b><u>ADDITIONS:</u></b>			
DOE O 227.1	DOE O 231.1B	DOE O 420.2C	DOE O 442.2
DOE O 470.4B	DOE O 472.2		DOE O 458.1, Adm. Chg. 2
<b><u>DELETIONS:</u></b>			
DOE O 142.1	DOE N 234.1	DOE O 420.2B	DOE M 442.1-1
DOE M 470.4-1, Chg 2	DOE M 470.4-5	DOE O 1450.4	DOE O 470.2B
<b><u>EXTENSIONS:</u></b>			
<b><u>UPDATES:</u></b>			
WSS Set 1, Change 79	WSS Set 1, Change 80	WSS Set 1, Change 81	WSS Set 3, Change 5
WSS Set 13, Change 5			
<b><u>IMPLEMENTATION PLANS (REVISED COMPLIANCE STATUS):</u></b>			
DOE O 206.1, Implementation Plan, closed			
DOE O 420.2C, Implementation Plan, to be submitted			
DOE O 426.2, Implementation Plan, approved			
DOE O 442.2, Implementation Plan, to be submitted			
DOE O 458.1, Adm. Chg. 2, Implementation Plan, approved			
DOE O 473.3, Implementation Plan, submitted			
DOE-STD-1186-2004, Implementation Plan, Revision 1, closed			
<b><u>ADMINISTRATIVE CORRECTION:</u></b>			
DOE O 426.2 – Removed “Exemption Request: Submitted” Line			
DOE AUTHORIZING SIGNATURE:		DATE:	
 Johnny O. Moore, Contracting Officer's Representative		12/21/11	

**Summary of Changes for RCN-47  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 142.1	Classified Visits Involving Foreign Nationals	Deletion	ORO Letter 09/26/2011 ORNL Letter 10/25/2011
DOE O 206.1	Department of Energy Privacy Program	Implementation Plan, approved for closure on 11/09/2011	ORNL Letter 10/13/2011 ORO approval 11/09/2011
DOE O 227.1	Independent Oversight Program	Addition	ORO Letter 09/26/2011 ORNL Letter 10/26/2011
DOE O 231.1B	Environment, Safety and Health Reporting	Addition WSS Set 1, Change 79	ORO Letter 08/11/2011 ORNL Letter 09/09/2011
DOE N 234.1	Reporting of Radioactive Sealed Sources	Deletion WSS Set 1, Change 79	ORO Letter 08/11/2011 ORNL Letter 09/09/2011
DOE O 420.2B	Safety of Accelerator Facilities	Deletion WSS Set 3, Change 5 WSS Set 13, Change 5	ORO Letter 08/18/2011 ORNL Letter 09/09/2011
DOE O 420.2C	Safety of Accelerator Facilities	Addition WSS Set 3, Change 5 WSS Set 13, Change 5 Implementation Plan to be submitted to DOE by 12/15/2011	ORO Letter 08/18/2011 ORNL Letter 09/09/2011
DOE O 426.2	Personnel Selection, Training Qualification, and Certification Requirements for DOE Nuclear Facilities	Addition WSS Set 2, Change 24 WSS Set 4, Change 23 WSS Set 5, Change 22 WSS Set 7, Change 23 WSS Set 10, Change 26 Implementation Plan approved by DOE on 11/23/2011 Removal of Exemption Request	ORO Letter 05/18/2010 ORNL Letter 06/4/2010 ORNL Letter 08/13/2010 ORO Letter 08/08/2011 ORNL Letter 08/18/2011 ORO Letter 10/26/2011 ORNL Letter 11/04/2011 ORO approval 11/23/2011
DOE M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environmental, Safety and Health	Deletion	ORO Letter 08/18/2011 ORNL Letter 09/15/2011
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environmental, Safety and Health Technical Concerns	Addition Implementation Plan to be submitted to DOE by 12/15/11	ORO Letter 08/18/2011 ORNL Letter 09/15/2011
DOE O 458.1, Adm. Chg. 1	Radiation Protection of the Public and the Environment	WSS Process WSS Team Report Submitted to DOE on 08/16/2011	ORNL Letter 05/16/2011 ORNL Letter 07/20/2011

**Summary of Changes for RCN-47  
Baseline List of Required Compliance Documents**

<b>Directive</b>	<b>Title</b>	<b>Action</b>	<b>Authority</b>
DOE O 458.1, Adm. Chg. 2	Radiation Protection of the Public and the Environment	Addition WSS Set 1, Change 81 WSS Process WSS Team Report Submitted to DOE on 08/16/2011 Implementation Plan approved by DOE on 11/30/2011	ORO Letter 07/12/2011 ORNL Letter 07/20/2011 ORNL Letter 08/16/2011 ORNL Letter 11/16/2011 ORO approval 11/30/2011
DOE O 470.2B	Independent Oversight and Performance Assurance Program	Deletion	ORO Letter 09/26/2011 ORNL Letter 10/26/2011
DOE M 470.4-1, Chg. 2	Safeguards and Security Program Planning and Management	Deletion	ORO Letter 09/26/2011 ORNL Letter 10/26/2011
DOE O 470.4B	Safeguards and Security Program	Addition	ORO Letter 09/26/2011 ORNL Letter 10/26/2011
DOE M 470.4-2A	Physical Protection	Implementation Plan submitted to DOE for Closure on 08/18/2011	ORO Letter 07/26/2011 ORNL Letter 08/18/2011
DOE M 470.4-5	Personnel Security	Deletion	ORO Letter 09/26/2011 ORNL Letter 10/25/2011
DOE O 472.2	Personnel Security	Addition	ORO Letter 09/26/2011 ORNL Letter 10/25/2011
DOE O 473.3	Protection Program Operations	Acceptance Implementation Plan submitted to DOE on 11/15/2011	ORO Letter 07/26/2011 ORNL Letter 08/19/2011 ORNL Letter 11/15/2011
DOE O 1450.4	Consensual Listening-In To or Recording Telephone/Radio Conversations	Deletion	ORO Letter 10/21/2011
DOE O 5400.5	Radiation Protection of the Public and the Environment	Deletion WSS Set 1, Change 81	ORNL Letter 11/16/2011
DOE-STD-1186-2004	Specific Administrative Controls	Implementation Plan, Revision 1, approved for closure on 11/04/2011	ORNL Letter 10/25/2011 ORO Approval 11/04/2011
7 USC 151 et seq.	Plant Quarantine Act	Administrative Change Deletion WSS Set 1, Change 80	ORNL Letter 10/12/2011 ORO Approval 10/18/2011

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 130.1	09/29/1995	Budget Formulation		
DOE M 142.2-1	09/04/2008	Manual for Implementation of Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.2A	12/15/2006	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3A	10/14/2010	Unclassified Foreign Visits and Assignments Program		
Compliance Line: Implementation Plan, Modified, approved by DOE on 08/29/2011.				
DOE O 150.1	05/08/2008	Continuity Programs		
DOE O 151.1C, Attachment 2	11/02/2005	Comprehensive Emergency Management System		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 153.1	06/27/2007	Departmental Radiological Emergency Response Assets		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 200.1A	12/23/2008	Information Technology Management		
DOE M 205.1-3	04/17/2006	Telecommunications Security Manual		
DOE O 205.1B	05/16/2011	Department of Energy Cyber Security Program		
Compliance Line: Implementation Plan to be submitted to DOE upon issuance of Senior DOE Management Risk Management Approach Implementation Plan.				
DOE O 206.1	06/11/2009	Department of Energy Privacy Program		
DOE N 206.4	06/29/2007	Personal Identity Verification		
DOE O 210.2A	04/08/2011	DOE Corporate Operating Experience Program		
DOE O 221.1A	04/19/2008	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	02/25/2008	Cooperation with the Office of Inspector General		
DOE O 225.1B	03/04/2011	Accident Investigations		
<b>DOE O 227.1</b>	<b>08/30/2011</b>	<b>Independent Oversight Program</b>		
DOE M 231.1-2	08/19/2003	Occurrence Reporting and Processing of Operations Information		
<b>DOE O 231.1B</b>	<b>06/27/2011</b>	<b>Environment, Safety and Health Reporting</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
DOE O 241.1B	12/13/2010	Scientific and Technical Information Management		
DOE O 243.1	02/03/2006	Records Management Program		
Compliance Line: Implementation Plan, Revised, Revision 2, approved by DOE on 05/19/2011.				
DOE O 243.2	02/02/2006	Vital Records		
DOE O 252.1A	02/23/2011	Technical Standards Program		

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 313.1	11/19/2009	Management and Funding of the Department's Overseas Presence		See Footnote (2)
DOE O 341.1A	10/18/2007	Federal Employee Health Services		See Footnote (2)
DOE O 350.1, Change 3	02/23/2010	Contractor Human Resource Management Programs		
DOE O 350.2B	05/31/2011	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area		
DOE O 410.2	08/17/2009	Management of Nuclear Materials		
DOE O 413.1B	10/28/2008	Internal Control Program		
DOE O 413.2B, Administrative Change 1	01/31/2011	Laboratory Directed Research and Development		
DOE O 413.3B	11/29/2010	Program and Project Management for the Acquisition of Capital Assets		
Compliance Line: Implementation Plan, approved by DOE on 08/12/2011.				
DOE O 414.1D	05/23/2011	Quality Assurance		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 420.1B	12/22/2005	Facility Safety		ES&H-related Directive included in WSS. See Footnote (1).
<b>DOE O 420.2C</b>	<b>07/21/2011</b>	<b>Safety of Accelerator Facilities</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 12/15/2011.</b>				
DOE O 422.1	06/29/2010	Conduct of Operations		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, submitted to DOE on 04/25/2011				
DOE O 425.1D	04/16/2010	Verification of Readiness to Start Up or Restart Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
Compliance Line: Implementation Plan, approved by DOE on 11/04/2010.				
DOE O 426.2	04/21/2010	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).
<b>Compliance Line: Implementation Plan, approved by DOE on 11/23/2011.</b>				
DOE O 430.1B, Change 2	04/25/2011	Real Property Asset Management		
DOE O 433.1B	04/21/2010	Maintenance Management Program for DOE Nuclear Facilities		ES&H-related Directive included in WSS. See Footnote (1).

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE M 435.1-1, Administrative Change 2	06/08/2011	Radioactive Waste Management Manual		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 435.1, Change 1	07/09/1999	Radioactive Waste Management	1 08/28/2001	
DOE O 436.1	05/02/2011	Departmental Sustainability		
DOE O 440.2C, Administrative Change 1	06/22/2011	Aviation Management and Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 442.1A	06/06/2001	Department of Energy Employee Concerns Program		
<b>DOE O 442.2</b>	<b>07/29/2011</b>	<b>Differing Professional Opinions for Technical Issues Involving Environmental, Safety and Health Technical Concerns</b>		
<b>Compliance Line: Implementation Plan, to be submitted to DOE by 12/15/2011.</b>				
DOE O 443.1B	03/17/2011	Protection of Human Subjects		
DOE M 450.3-1	01/25/1996	The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards		
DOE O 456.1	05/31/2011	The Safe Handling of Unbound Engineered Nanoparticles		ES&H-related Directive included in WSS. See Footnote (1).
<b>DOE O 458.1, Administrative Change 2</b>	<b>06/06/2011</b>	<b>Radiation Protection of the Public and the Environment</b>		<b>ES&amp;H-related Directive included in WSS. See Footnote (1).</b>
<b>Compliance Line: Implementation Plan, approved by DOE on 11/30/2011.</b>				
DOE O 460.1C	05/14/2010	Packaging and Transportation Safety		ES&H-related Directive included in WSS. See Footnote (1).
DOE O 470.3B	08/12/2008	Graded Security Protection (GSP) Policy		
DOE M 470.4-2A	07/23/2009	Physical Protection		
<b>Compliance Line: Implementation Plan, Revision 1, submitted to DOE for closure on 08/18/2011.</b>				
DOE M 470.4-6	08/26/2005	Nuclear Material Control and Accountability	1 08/14/2006	
<b>DOE O 470.4B</b>	<b>07/21/2011</b>	<b>Safeguards and Security Program</b>		
DOE O 471.1B	03/01/2010	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE M 471.3-1, Administrative Change 1	01/13/2011	Manual for Identifying and Protecting Official Use Only Information		
DOE O 471.3, Administrative Change 1	01/13/2011	Identifying and Protecting Official Use Only Information		
DOE O 471.5	03/29/2011	Special Access Programs (Official Use Only)		
DOE O 471.6	06/20/2011	Information Security		



Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a></b>				
Required Compliance Document	Document Date	Title	Through Change	Notes and Comments
DOE O 472.2	07/21/2011	Personnel Security		
DOE O 473.3	06/27/2011	Protection Program Operations		
<b>Compliance Line: Implementation Plan, submitted to DOE on 11/15/2011.</b>				
DOE O 475.1	12/10/2004	Counterintelligence Program		
DOE O 475.2A	02/01/2011	Identifying Classified Information		
DOE M 481.1-1A	01/03/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	1 09/28/2001	
DOE O 482.1	01/12/2001	DOE Facilities Technology Partnering Programs		
DOE M 483.1-1	01/12/2001	DOE Cooperative Research and Development Agreements Manual		
DOE O 483.1	01/12/2001	DOE Cooperative Research and Development Agreements		
DOE O 484.1, Administrative Change 1	03/14/2011	Reimbursable Work for the Department of Homeland Security		
DOE O 522.1	11/03/2004	Pricing of Departmental Materials and Services		
DOE O 534.1B	01/06/2003	Accounting		
DOE O 551.1C	06/24/2008	Official Foreign Travel		
DOE O 580.1	12/07/2005	Department of Energy Personal Property Management Program		
Policy Flash 2010-35	03/09/2010	Unclassified Foreign National Visits and Assignments		
DOE O 5639.8A	07/23/1993	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1090-2007 with exceptions	06/01/2007	Hoisting and Rigging Standard (Formerly Hoisting and Rigging Manual)		ES&H-related Directive included in WSS. See Footnote (1).
DOE-STD-1186-2004	08/01/2004	Specific Administrative Controls		ES&H-related Directive included in WSS. See Footnote (1).

Appendix E  
Baseline List of  
Required Compliance Documents  
List B - List of Applicable Directives

<b>Work Smart Standards (WSS) Sets may be found at the following address: <a href="http://sbms.ornl.gov/sbms/wsshome/wss.html">http://sbms.ornl.gov/sbms/wsshome/wss.html</a></b>				
Required Compliance Document	Approval Date	Title	Change # Approval Date	Notes and Comments
WSS Set 1	07/25/1996	Other Industrial, Radiological, and Non-Radiological Hazard Facilities	<b>79</b> 09/09/2011 <b>80</b> 10/18/2011 <b>81</b> 11/16/2011	
WSS Set 2	09/30/1996	Radiochemical Material Analytical Laboratory (RMAL), Building 2026	24 08/08/2011	
WSS Set 3	09/30/1996	Accelerator Facilities	<b>5</b> 09/09/2011	
WSS Set 4	12/17/1996	Radioisotope Development Laboratory (Building 3047)	23 08/08/2011	
WSS Set 5	12/17/1996	Radiochemical Engineering Development Center (Buildings 7920, 7930, and Support Areas)	22 08/08/2011	
WSS Set 7	05/07/1997	Irradiated Materials Examination and Testing Facility and Irradiated Fuels Examination Laboratory (Buildings 3025E, 3525, and Support Areas)	23 08/08/2011	
WSS Set 8	05/07/1997	Construction and Construction-like Activities	9 06/04/2010	
WSS Set 9	04/14/1998	Engineering Design of Standard Industrial, Radiological, Non-Reactor Category 2 and 3 Nuclear, and Accelerator Facilities	11 01/21/2011	
WSS Set 10	09/10/1998	High Flux Isotope Reactor and its associated facilities	26 08/08/2011	
WSS Set 13	04/18/2003	Spallation Neutron Source	<b>5</b> 09/09/2011	

**FOOTNOTES:**

- (1) This document is ES&H-related and appears in one or more of the current Work Standards (WSS) Sets. In a WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections. Additional information regarding directives and their applicability may be obtained from specific WSS sets.
- (2) This Directive is incorporated with implementation assumptions. The implementation assumptions may be viewed at: <http://sbms.ornl.gov/SBMS/WSSHome/listbias.htm>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO. 654	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC002606	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

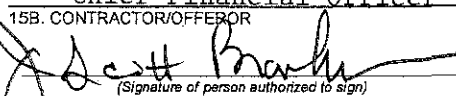
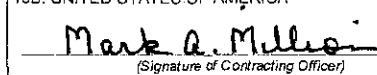
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. Scott Branham Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/12/12
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/13/12

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 667	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC003682	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frieze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 099114287 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	10B. DATED (SEE ITEM 13) 10/18/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$170,182,668.31

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,062,077,994.43. This represents an increase of \$170,182,668.31, from \$13,891,895,326.12 to \$14,062,077,994.43.

DOE Appropriated and Non-Appropriated Funding: Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$8,424,300.89. Cumulative obligations of NAF since Modification 234 are \$300,980,626.41.

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/25/2012

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 668 See Block 16C 12SC003682

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518

Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831  
 Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725

10B. DATED (SEE ITEM 13) 10/18/1999

CODE 099114287 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,852,937.96

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,064,930,932.39. This represents an increase of \$2,852,937.96, from \$14,062,077,994.43 to \$14,064,930,932.39.

TAS::21 2065::TAS (DOD)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Mark A. Million

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Mark A. Million (Signature of Contracting Officer) 04/25/2012

2. AMENDMENT/MODIFICATION NO. 669	3. EFFECTIVE DATE 04/25/2012	4. REQUISITION/PURCHASE REQ. NO. 12SC003682	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	\$886,482.11
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

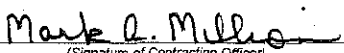
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,065,817,414.50. This represents an increase of \$886,482.11, from \$14,064,930,932.39 to \$14,065,817,414.50.

TAS::31 0200::TAS (NRC)  
 FOB: Destination  
 Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 04/25/2012

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

670

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

12SC003682

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

00518

7. ADMINISTERED BY (If other than Item 6)

CODE

00518

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

Oak Ridge  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

UT-BATTELLE, LLC  
Attn: Michael J. Frieze  
Business Services Directorate  
Post Office Box 2008  
OAK RIDGE TN 37831-6231

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

DE-AC05-000R22725

10B. DATED (SEE ITEM 13)

10/18/1999

CODE 099114287

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$48,543.69

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,065,865,958.19. This represents an increase of \$48,543.69, from \$14,065,817,414.50 to \$14,065,865,958.19.

TAS::11 1075::TAS (STATE)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark A. Million

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

04/25/2012

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 671	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC003682	5. PROJECT NO. (if applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (if other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$12,520,704.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,078,386,662.19. This represents an increase of \$12,520,704.00, from \$14,065,865,958.19 to \$14,078,386,662.19.

TAS::70 0565::TAS (DHS)  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)	16C. DATE SIGNED 04/25/2012



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 672	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC003682	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$370,873.79

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,078,757,535.98. This represents an increase of \$370,873.79, from \$14,078,386,662.19 to \$14,078,757,535.98.

TASS::68 0108::TAS (EPA)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 04/25/2012
	(Signature of person authorized to sign)		(Signature of Contracting Officer) <i>Mark A. Million</i>		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 673	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC003682	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 099114287 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725	
		10B. DATED (SEE ITEM 13) 10/18/1999	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$558,252.43

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

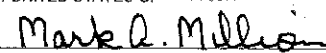
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,079,315,788.41. This represents an increase of \$558,252.43, from \$14,078,757,535.98 to \$14,079,315,788.41.

TAS::13 1450::TAS (COMMERCE)

FOB: Destination

Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/25/2012

2. AMENDMENT/MODIFICATION NO. 675	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12SC003836	5. PROJECT NO. (If applicable)
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6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN, 37831	CODE	00518
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-BATTELLE, LLC Attn: Michael J. Frietze Business Services Directorate Post Office Box 2008 OAK RIDGE TN 37831-6231	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22725
		10B. DATED (SEE ITEM 13) 10/18/1999
CODE 099114287	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,328,094.03

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) and P.L. 95-91

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Pursuant to the provisions of Clause I.153, the first sentence of paragraph (a) is hereby changed to read as follows: The amount presently obligated by the Government with respect to this contract is \$14,080,284,659.14. This represents an increase of \$1,328,094.03, from \$14,078,956,565.11 to \$14,080,284,659.14.

DOE Appropriated and Non-Appropriated Funding: Included in this obligation are Non-Appropriated Funds (NAF) in the amount of \$0.00. Cumulative obligations of NAF since Modification 234 are \$300,980,626.41.

TAS::89 0337::TAS  
FOB: Destination  
Period of Performance: 04/01/2000 to 03/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. Million
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  Mark A. Million (Signature of Contracting Officer)
	16C. DATE SIGNED 04/30/2012